

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-R5-02-10006		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 12/10/02	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 5 Acquisition Section, MCC-10J 77 West Jackson Boulevard Chicago, IL 60604							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depositorylocated in item 7 until 04:00 PM local time 01/31/03

(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME TAWANDA THOMAS		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS thomas.tawanda@epa.gov	
				AREA CODE 312		NUMBER 886-5948	
				EXT.			

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		___ CALENDAR DAYS		
		%		%		%		%		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			17. SIGNATURE			18. OFFER DATE	
AREA CODE			NUMBER			EXT.				
			[]							

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) () [] 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY	
				CODE:	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984) (NORMAL AND RAPID RESPONSE)

The following fixed rates (reference the Section B clauses entitled "FIXED RATES - Base Period (NORMAL RESPONSE), FIXED RATES - OPTION YEAR I (NORMAL RESPONSE), FIXED RATES - OPTION YEAR II (NORMAL RESPONSE), FIXED RATES - OPTION YEAR III (NORMAL RESPONSE), FIXED RATES - Base Period (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR I (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR II (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR III (2-12 HR. RAPID RESPONSE)", shall apply for payment purposes for the duration of the contract.

(a) Fixed labor rates apply to all individuals employed under this contract. Fixed equipment rates apply to all equipment items listed in the Schedule. Fixed rates for labor and equipment items apply whether supplied by the prime contractor, team subcontractors, third-party subcontractors or short-term lease/rental agreement.

(b) (1) If the Government requires and the Contractor provides an equipment item for which a fixed rate has not been established, a fixed rate shall be negotiated on a site-by-site basis, retroactive to the date the equipment category was first utilized on site.

(2) If the Government requires and the Contractor provides labor categories for which a fixed rate has not been established, a fixed rate shall be negotiated on a site-by-site basis, retroactive to the date the labor category was first utilized on site.

(c) (1) The rate or rates set forth above cover all expenses, including reports preparation, clerical support, salaries, all indirect costs such as overhead, general and administrative expenses and profit. The labor rates shall include any premiums, if applicable, for all levels of personal protection and/or hazardous duty pay, and non-consumable personal protective equipment (reference the Section C clause entitled "PERSONAL PROTECTIVE EQUIPMENT") valued at \$1,000.00 or less.

(2) The Contractor shall only invoice for the time of personnel whose services are applied directly to the work called for in the individual Task Order and accepted by the Federal On-Scene Coordinator (FOSC). If work under a Task Order extends past the last option year of the contract, the last option year's rates will remain in effect for the duration of the Task Order, or ninety (90) days after the date of contract completion, whichever is less.

NOTE - The rates contained in Clause B.2 through Clause B.5 apply to Normal Emergency Response as defined in Attachment 1, "Statement of Work", (24 -48 Hr. Response, Approximately 80% of Contract Capacity).

B.2 FIXED RATES - Base Period (NORMAL RESPONSE)

(a) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
0001	1-05-01	Junior Response Manager			
0001AA		Straight Time	16,640	_____	_____
0001AB		Overtime	2,976	_____	_____
0002	1-05-02	Senior Response Manager			
0002AA		Straight Time	16,800	_____	_____
0002AB		Overtime	3,000	_____	_____
0003	1-10-01	Foreman			
0003AA		Straight Time	10,800	_____	_____
0003AB		Overtime	3,600	_____	_____
0004	2-03-01	Clean-Up Technician			
0004AA		Straight Time	48,000	_____	_____
0004AB		Overtime	18,000	_____	_____
0005	2-05-01	Equipment Operator			
0005AA		Straight Time	21,600	_____	_____
0005AB		Overtime	6,000	_____	_____
0006	2-13-01	Field Cost Administrator			
0006AA		Straight Time	14,400	_____	_____
0006AB		Overtime	3,920	_____	_____
0007	2-20-01	Truck Driver			
0007AA		Straight Time	1,200	_____	_____
0007AB		Overtime	424	_____	_____
0008	2-30-01	Laborer/Non 40 Hr			
0008AA		Straight Time	3,000	_____	_____
0008AB		Overtime	600	_____	_____
0009	3-08-01	Construction Inspector			
0009AA		Straight Time	1,200	_____	_____
0010	3-10-01	Electrician			
0010AA		Straight Time	400	_____	_____
0010AB		Overtime	160	_____	_____
0011	4-01-01	Chemist, Organic			
0011AA		Straight Time	2,400	_____	_____
0011AB		Overtime	304	_____	_____
0012	4-08-01	Computer Operator			
0012AA		Straight Time	240	_____	_____
0012AB		Overtime	80	_____	_____
0013	4-25-01	Hydrogeologist			
0013AA		Straight Time	720	_____	_____
0013AB		Overtime	80	_____	_____

0014	4-30-01	Ind Hygienist/Site Safety Inspector			
0014AA		Straight Time	3,600	_____	_____
0014AB		Overtime	120	_____	_____
0015	4-45-01	Radiation Specialist			
0015AA		Straight Time	720	_____	_____
0015AB		Overtime	320	_____	_____
0016	4-50-01	Site Safety			
0016AA		Straight Time	2,080	_____	_____
0016AB		Overtime	480	_____	_____
0017	4-55-01	Diver Supervisor			
0017AA		Straight Time	104	_____	_____
0017AB		Overtime	72	_____	_____
0018	4-56-01	Diver Tender			
0018AA		Straight Time	104	_____	_____
0018AB		Overtime	72	_____	_____
0019	4-57-01	Diver			
		Sub CLINS are Straight Time per State in Region 5			
0019AA		Straight Time/MN	32	_____	_____
0019AB		Straight Time/IN	32	_____	_____
0019AC		Straight Time/OH	32	_____	_____
0019AD		Straight Time/IL	32	_____	_____
0019AE		Straight Time/MI	32	_____	_____
0019AF		Straight Time/WI	32	_____	_____
0020		Diver Overtime			
		Sub CLINS are Overtime per State in Region 5			
0020AA		Overtime/MN	19	_____	_____
0020AB		Overtime/IN	19	_____	_____
0020AC		Overtime/OH	19	_____	_____
0020AD		Overtime/IL	19	_____	_____
0020AE		Overtime/MI	19	_____	_____
0020AF		Overtime/WI	19	_____	_____
0021	5-20-01	T&D Coordinator			
0021AA		Straight Time	7,200	_____	_____

Base Period Normal Response Labor Subtotal
(Total of CLINs 0001 through 0021AA)

\$ _____

(b) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Daily Rate</u>	<u>Total</u>
0022	1-01-10	Truck-Boom-2 Ton	96	_____	_____
0023	1-03-10	Truck-Box-1 ton	48	_____	_____
0024	1-03-20	Truck-Box-2 ton	48	_____	_____

0025	1-09-10	Truck-Car-Passenger	240	-----	-----
0026	1-15-10	Truck-Dump Articulated, CAT D30D	120	-----	-----
0027	1-15-42	Truck-Dump Fixed box 10/20 yds	40	-----	-----
0028	1-36-10	Truck-Pickup 2 wheel drive	2,400	-----	-----
0029	1-36-20	Truck-Pickup 4 wheel drive	480	-----	-----
0030	1-39-20	Truck, Emergency Resp (Small Box Truck equipped with personnel safety (Level B and C) and Communications equipment, air monitoring equipment, barrel cart, empty drums and overpacks, sorbants, pumps and hoses, and other Spill response equipment)	120	-----	-----
0031	1-42-10	Truck Road Tractor	96	-----	-----
0032	1-45-10	Truck-Stake bed-1 ton	120	-----	-----
0033	1-45-20	Truck-Stake bed-2 ton	240	-----	-----
0034	1-51-38	Truck-Vacuum 3800 gallons/Dump	96	-----	-----
0035	1-54-30	Truck-Passenger Van	240	-----	-----
0036	2-20-20	Trailer-Decon 8x20	304	-----	-----
0037	2-20-40	Trailer-Decon With Showers 8x30	120	-----	-----
0038	2-20-41	Trailer-Decon Without Showers 8x30	360	-----	-----
0039	2-45-10	Trailer-Lowboy-9 ton	40	-----	-----
0040	2-45-20	Trailer-Lowboy-20 ton	72	-----	-----
0041	2-45-30	Trailer-Lowboy-30 ton	40	-----	-----
0042	2-45-50	Trailer-Lowboy-50 ton	64	-----	-----
0043	2-67-10	Trailer-Skid Unit Vacuum/1500 gal	64	-----	-----
0044	2-70-10	Trailer-Storage Approx. 20 ft.	96	-----	-----
0045	2-70-20	Trailer-Storage Approx. 40 ft.	184	-----	-----
0046	3-00-22	Heavy Equipment-Attachment		-----	-----

		Grappler Demolition, Hydraulic claw mounts on Excavator	48	_____	_____
0047	3-00-26	Heavy Equipment-Attachment Grappler Drum/Hydraulic	96	_____	_____
0048	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	40	_____	_____
0049	3-01-10	Heavy Equipment Backhoe-CASE 580	304	_____	_____
0050	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	48	_____	_____
0051	3-01-30	Heavy Equipment Backhoe-Extendahoe	48	_____	_____
0052	3-10-10	Heavy Equipment Bulldozer-CAT D3C	96	_____	_____
0053	3-10-40	Heavy Equipment Bulldozer-CAT D6H	48	_____	_____
0054	3-10-60	Heavy Equipment Bulldozer-CAT D8	48	_____	_____
0055	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	40	_____	_____
0056	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	40	_____	_____
0057	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	40	_____	_____
0058	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment, Dozer tag-along	40	_____	_____
0059	3-27-10	Heavy Equipment Drum-Crusher, Hydraulic Single drum capacity	40	_____	_____
0060	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled, Mid-sized Wheeled excavators	24	_____	_____
0061	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	120	_____	_____
0062	3-30-55	Heavy Equipment-Excavator CAT 215C/315	360	_____	_____

0063	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	240	_____	_____
0064	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	240	_____	_____
0065	3-35-14	Heavy Equipment Forklift-Telescopic Rough terrain, minimum Lifting capacity of 5,000 pounds	40	_____	_____
0066	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	88	_____	_____
0067	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	360	_____	_____
0068	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	120	_____	_____
0069	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	120	_____	_____
0070	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	184	_____	_____
0071	3-65-10	Heavy Equipment Scraper Self Loader, CAT 615 or equivalent	64	_____	_____
0072	3-65-20	Heavy Equipment-Scraper Non-self loading, requires Dozer assistance	96	_____	_____
0073	3-70-10	Heavy Equipment-Shears Boom attachment/small, LaBounty 110 or Equivalent	48	_____	_____
0074	3-70-12	Heavy Equipment-Shears Boom attachment/large, LaBounty 116 or Equivalent	48	_____	_____
0075	3-95-10	Heavy Equipment-Uni Loader with bucket, Bobcat 633 Or equivalent	120	_____	_____
0076	3-95-25	Heavy Equipment-Uni Loader Forks attachment	64	_____	_____

0077	3-95-35	Heavy Equipment-Uni Loader Barrel grappler attachment	48	_____	_____
0078	4-06-35	Laboratory Analyzer Hazcat System w/o fume Hood	40	_____	_____
0079	4-49-20	Laboratory-Fume Hood-Vented	40	_____	_____
0080	5-05-51	Safety-PPE-Level B SCBA/Low Pres	360	_____	_____
0081	5-15-20	Safety-Radio- Portable Base	48	_____	_____
0082	6-39-30	Treatment Pool 10,000 gallons	88	_____	_____
0083	6-39-45	Treatment Pool 20,000 gallons	88	_____	_____
0084	6-39-50	Treatment Pool 50,000 gallons	48	_____	_____
0085	7-01-10	Field Equipment- Air Blower Portable/300 CFM	40	_____	_____
0086	7-01-12	Field Equipment-Air Blower Portable/ 3000 CFM	40	_____	_____
0087	7-15-20	Field Equipment Boat-14/16 ft	64	_____	_____
0088	7-15-30	Field Equipment Boat-21 ft	96	_____	_____
0089	7-15-35	Field Equipment Boat-26-30 ft	64	_____	_____
0090	7-15-42	Field Equipment Boat Motor 10 to 50 HP	64	_____	_____
0091	7-15-43	Field Equipment Boat Motor > 50 HP	96	_____	_____
0092	7-15-45	Field Equipment Boat Motor > 100 HP	64	_____	_____
0093	7-21-10	Field Equipment Compressor/Air-185 CFM	48	_____	_____
0094	7-21-20	Field Equipment		_____	_____

		Compressor/Air>200 CFM	24	_____	_____
0095	7-23-20	Field Equipment Computer-Portable PC	1200	_____	_____
0096	7-23-25	Field Equipment Computer CAD	48	_____	_____
0097	7-36-05	Field Equipment Diving Scuba	88	_____	_____
0098	7-36-10	Field Equipment Diving Hard Hat Shallow	88	_____	_____
0099	7-51-05	Field Equipment Generator-5 KW	184	_____	_____
0100	7-51-40	Field Equipment Generator-50 KW	184	_____	_____
0101	7-51-55	Field Equipment Generator-150 KW	40	_____	_____
0102	7-51-60	Field Equipment Generator-350 KW	24	_____	_____
0103	7-67-10	Field Equipment Lighting Conventional Portable Light Stand Requiring a separate Electrical power Source	240	_____	_____
0104	7-67-20	Field Equipment Lighting-Explosion Proof, Portable Light Stand requiring A separate electrical Power source w/intrinsically Safe lighting for use in A potentially Combustible atmosphere	40	_____	_____
0105	7-67-30	Field Equipment Lighting-Light Plant Four (4) lights w/a Diesel generator	40	_____	_____
0106	7-73-32	Field Equipment Oil Skimmer w/o Power	40	_____	_____
0107	7-73-40	Field Equipment Oil Skimmer Heads	40	_____	_____
0108	7-85-10	Field Equipment Scales-Portable	40	_____	_____

0109	7-90-20	Field Equipment Steam Jenny, 3,000 psi	120	_____	_____
0110	7-96-04	Field Equipment-Water Laser LO-Pressure Single Wand, 2,500 psi	88	_____	_____
0111	7-96-08	Field Equipment-Water Laser MED-Pressure Single Wand 6,000 psi	40	_____	_____
0112	7-96-12	Field Equipment-Water Laser HI-Pressure Single Wand, 10,000 psi	40	_____	_____
0113	7-97-10	Field Equipment Welder-Unit	40	_____	_____
0114	8-01-20	Pump-Acid-2 inch	48	_____	_____
0115	8-12-20	Pump-Centrifugal-2 inch	120	_____	_____
0116	8-12-30	Pump-Centrifugal-3 inch	48	_____	_____
0117	8-12-40	Pump-Centrifugal-4 inch	48	_____	_____
0118	8-18-26	Pump-Double Diaphragm Teflon 2 inch	88	_____	_____
0119	8-18-36	Pump-Double Diaphragm Teflon 3 inch	40	_____	_____
0120	8-18-46	Pump-Double Diaphragm Teflon 4 inch	40	_____	_____
0121	8-54-10	Pump-Trash-2 inch	40	_____	_____
0122	8-54-15	Pump-Trash-3 inch	40	_____	_____
0123	8-54-20	Pump-Trash-4 inch	40	_____	_____
0124	9-05-05	Oil Boom-Harbor Overall height of 12" (Float and skirt) with a 6" Skirt (minimum)	720	_____	_____
0125	9-05-10	Oil Boom-Harbor Overall height of 24" (Float and skirt)with an 18" Skirt (minimum)	480	_____	_____
0126	9-15-05	Oil Skimmer-Drum	144	_____	_____
0127	9-15-10	Oil-Skimmer Rope	48	_____	_____
0128	9-15-20	Oil-Skimmer Oleophillic 20-30 gallons/minute	48	_____	_____
0129	9-15-35	Oil-Skimmer Weir/Suction 10-50 gallons/minute	48	_____	_____

0130	9-15-45	Oil-Skimmer		
		Weir/Suction Skimpac		
		10-300 gallons/minute	48	_____

Base Period Normal Response Equipment Subtotal
(Total of CLINs 0022 through 0130)..... \$ _____

Base Period Normal Response Labor and Equipment
Subtotal.....\$ _____

0131	0-00-01	Materials/Other Direct Costs/ Subcontracts		\$ <u>30,800,000</u>
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0132	0-00-02	G&A/Material Handling	_____ %	\$ _____
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Base Period Normal Response Materials/ODCs/Subcontracts+G&A/Material Handling
Subtotal (Total of CLINs 0131 and 0132).....\$ _____

Base Period Normal Response

Total*.....\$ _____
**(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts+
 G&A/Material Handling Subtotals)**

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF
 PRICING PROPOSALS" for instructions.

B.3 FIXED RATES - OPTION YEAR I (NORMAL RESPONSE)

(a) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
1001	1-05-01	Junior Response Manager			
1001AA		Straight Time	8,320	_____	_____
1001AB		Overtime	1,488	_____	_____
1002	1-05-02	Senior Response Manager			
1002AA		Straight Time	8,400	_____	_____
1002AB		Overtime	1,500	_____	_____
1003	1-10-01	Foreman			
1003AA		Straight Time	5,400	_____	_____
1003AB		Overtime	1,800	_____	_____
1004	2-03-01	Clean-Up Technician			
1004AA		Straight Time	24,000	_____	_____
1004AB		Overtime	9,000	_____	_____
1005	2-05-01	Equipment Operator			
1005AA		Straight Time	10,800	_____	_____
1005AB		Overtime	3,000	_____	_____
1006	2-13-01	Field Cost Administrator			

1006AA		Straight Time	7,200	_____	_____
1006AB		Overtime	1,960	_____	_____
1007	2-20-01	Truck Driver			
1007AA		Straight Time	600	_____	_____
1007AB		Overtime	212	_____	_____
1008	2-30-01	Laborer/Non 40 Hr			
1008AA		Straight Time	1,500	_____	_____
1008AB		Overtime	300	_____	_____
1009	3-08-01	Construction Inspector			
1009AA		Straight Time	600	_____	_____
1010	3-10-01	Electrician			
1010AA		Straight Time	200	_____	_____
1010AB		Overtime	80	_____	_____
1011	4-01-01	Chemist, Organic			
1011AA		Straight Time	1,200	_____	_____
1011AB		Overtime	152	_____	_____
1012	4-08-01	Computer Operator			
1012AA		Straight Time	120	_____	_____
1012AB		Overtime	40	_____	_____
1013	4-25-01	Hydrogeologist			
1013AA		Straight Time	360	_____	_____
1013AB		Overtime	40	_____	_____
1014	4-30-01	Ind Hygienist/Site Safety Inspector			
1014AA		Straight Time	1,800	_____	_____
1014AB		Overtime	60	_____	_____
1015	4-45-01	Radiation Specialist			
1015AA		Straight Time	360	_____	_____
1015AB		Overtime	160	_____	_____
1016	4-50-01	Site Safety			
1016AA		Straight Time	1,040	_____	_____
1016AB		Overtime	240	_____	_____
1017	4-55-01	Diver Supervisor			
1017AA		Straight Time	52	_____	_____
1017AB		Overtime	36	_____	_____
1018	4-56-01	Diver Tender			
1018AA		Straight Time	52	_____	_____
1018AB		Overtime	36	_____	_____
1019	4-57-01	Diver			
		Sub CLINS are Straight Time per State in Region 5			
1019AA		Straight Time/MN	16	_____	_____
1019AB		Straight Time/IN	16	_____	_____
1019AC		Straight Time/OH	16	_____	_____

1019AD		Straight Time/IL	16	_____	_____
1019AE		Straight Time/MI	16	_____	_____
1019AF		Straight Time/WI	16	_____	_____
1020		Diver Overtime			
		Sub CLINS are Overtime per State in Region 5			
1020AA		Overtime/MN	10	_____	_____
1020AB		Overtime/IN	10	_____	_____
1020AC		Overtime/OH	10	_____	_____
1020AD		Overtime/IL	10	_____	_____
1020AE		Overtime/MI	10	_____	_____
1020AF		Overtime/WI	10	_____	_____
1021	5-20-01	T&D Coordinator			
1021AA		Straight Time	3,600	_____	_____

Option Year I Normal Response Labor Subtotal
(Total of CLINS 1001 through 1021AA)

\$ _____

(b) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Daily Rate</u>	<u>Total</u>
1022	1-01-10	Truck-Boom-2 Ton	48	_____	_____
1023	1-03-10	Truck-Box-1 ton	24	_____	_____
1024	1-03-20	Truck-Box-2 ton	24	_____	_____
1025	1-09-10	Truck-Car-Passenger	120	_____	_____
1026	1-15-10	Truck-Dump Articulated, CAT D30D	60	_____	_____
1027	1-15-42	Truck-Dump Fixed box 10/20 yds	20	_____	_____
1028	1-36-10	Truck-Pickup 2 wheel drive	1,200	_____	_____
1029	1-36-20	Truck-Pickup 4 wheel drive	240	_____	_____
1030	1-39-20	Truck, Emergency Resp (Small Box Truck equipped with personnel safety (Level B and C) and Communications equipment, air monitoring equipment, barrel cart, empty drums and overpacks, sorbants, pumps and hoses, and other Spill response equipment)	60	_____	_____
1031	1-42-10	Truck Road Tractor	48	_____	_____

1032	1-45-10	Truck-Stake bed-1 ton	60	-----	-----
1033	1-45-20	Truck-Stake bed-2 ton	120	-----	-----
1034	1-51-38	Truck-Vacuum 3800 gallons/Dump	48	-----	-----
1035	1-54-30	Truck-Passenger Van	120	-----	-----
1036	2-20-20	Trailer-Decon 8x20	152	-----	-----
1037	2-20-40	Trailer-Decon With Showers 8x30	60	-----	-----
1038	2-20-41	Trailer-Decon Without Showers 8x30	180	-----	-----
1039	2-45-10	Trailer-Lowboy-9 ton	20	-----	-----
1040	2-45-20	Trailer-Lowboy-20 ton	36	-----	-----
1041	2-45-30	Trailer-Lowboy-30 ton	20	-----	-----
1042	2-45-50	Trailer-Lowboy-50 ton	32	-----	-----
1043	2-67-10	Trailer-Skid Unit Vacuum/1500 gal	32	-----	-----
1044	2-70-10	Trailer-Storage Approx. 20 ft.	48	-----	-----
1045	2-70-20	Trailer-Storage Approx. 40 ft.	92	-----	-----
1046	3-00-22	Heavy Equipment-Attachment Grappler Demolition, Hydraulic claw mounts on Excavator	24	-----	-----
1047	3-00-26	Heavy Equipment-Attachment Grappler Drum/Hydraulic	48	-----	-----
1048	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	20	-----	-----
1049	3-01-10	Heavy Equipment Backhoe-CASE 580	152	-----	-----
1050	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	24	-----	-----
1051	3-01-30	Heavy Equipment Backhoe-Extendahoe	24	-----	-----
1052	3-10-10	Heavy Equipment Bulldozer-CAT D3C	48	-----	-----
1053	3-10-40	Heavy Equipment Bulldozer-CAT D6H	24	-----	-----
1054	3-10-60	Heavy Equipment Bulldozer-CAT D8	24	-----	-----

1055	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	20	_____	_____
1056	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	20	_____	_____
1057	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	20	_____	_____
1058	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment, Dozer tag-along	20	_____	_____
1059	3-27-10	Heavy Equipment Drum-Crusher, Hydraulic Single drum capacity	20	_____	_____
1060	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled, Mid-sized Wheeled excavators	12	_____	_____
1061	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	60	_____	_____
1062	3-30-55	Heavy Equipment-Excavator CAT 215C/315	180	_____	_____
1063	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	120	_____	_____
1064	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	120	_____	_____
1065	3-35-14	Heavy Equipment Forklift-Telescopic Rough terrain, minimum Lifting capacity of 5,000 pounds	20	_____	_____
1066	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	44	_____	_____
1067	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	180	_____	_____
1068	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	60	_____	_____
1069	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	60	_____	_____

1070	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	92	_____	_____
1071	3-65-10	Heavy Equipment Scraper Self Loader, CAT 615 or equivalent	32	_____	_____
1072	3-65-20	Heavy Equipment-Scraper Non-self loading, requires Dozer assistance	48	_____	_____
1073	3-70-10	Heavy Equipment-Shears Boom attachment/small, LaBounty 110 or Equivalent	24	_____	_____
1074	3-70-12	Heavy Equipment-Shears Boom attachment/large, LaBounty 116 or Equivalent	24	_____	_____
1075	3-95-10	Heavy Equipment-Uni Loader with bucket, Bobcat 633 Or equivalent	60	_____	_____
1076	3-95-25	Heavy Equipment-Uni Loader Forks attachment	32	_____	_____
1077	3-95-35	Heavy Equipment-Uni Loader Barrel grapppler attachment	24	_____	_____
1078	4-06-35	Laboratory Analyzer Hazcat System w/o fume Hood	20	_____	_____
1079	4-49-20	Laboratory-Fume Hood-Vented	20	_____	_____
1080	5-05-51	Safety-PPE-Level B SCBA/Low Pres	180	_____	_____
1081	5-15-20	Safety-Radio- Portable Base	24	_____	_____
1082	6-39-30	Treatment Pool 10,000 gallons	44	_____	_____
1083	6-39-45	Treatment Pool 20,000 gallons	44	_____	_____
1084	6-39-50	Treatment Pool 50,000 gallons	24	_____	_____
1085	7-01-10	Field Equipment- Air Blower		_____	_____

		Portable/300 CFM	20	_____	_____
1086	7-01-12	Field Equipment-Air Blower Portable/ 3000 CFM	20	_____	_____
1087	7-15-20	Field Equipment Boat-14/16 ft	32	_____	_____
1088	7-15-30	Field Equipment Boat-21 ft	48	_____	_____
1089	7-15-35	Field Equipment Boat-26-30 ft	32	_____	_____
1090	7-15-42	Field Equipment Boat Motor 10 to 50 HP	32	_____	_____
1091	7-15-43	Field Equipment Boat Motor > 50 HP	48	_____	_____
1092	7-15-45	Field Equipment Boat Motor > 100 HP	32	_____	_____
1093	7-21-10	Field Equipment Compressor/Air-185 CFM	24	_____	_____
1094	7-21-20	Field Equipment Compressor/Air>200 CFM	12	_____	_____
1095	7-23-20	Field Equipment Computer-Portable PC	600	_____	_____
1096	7-23-25	Field Equipment Computer CAD	24	_____	_____
1097	7-36-05	Field Equipment Diving Scuba	44	_____	_____
1098	7-36-10	Field Equipment Diving Hard Hat Shallow	44	_____	_____
1099	7-51-05	Field Equipment Generator-5 KW	92	_____	_____
1100	7-51-40	Field Equipment Generator-50 KW	92	_____	_____
1101	7-51-55	Field Equipment Generator-150 KW	20	_____	_____
1102	7-51-60	Field Equipment Generator-350 KW	12	_____	_____
1103	7-67-10	Field Equipment Lighting Conventional		_____	_____

		Portable Light Stand Requiring a separate Electrical power Source	120	-----	-----
1104	7-67-20	Field Equipment Lighting-Explosion Proof, Portable Light Stand requiring A separate electrical Power source w/intrinsically Safe lighting for use in A potentially Combustible atmosphere	20	-----	-----
1105	7-67-30	Field Equipment Lighting-Light Plant Four (4) lights w/a Diesel generator	20	-----	-----
1106	7-73-32	Field Equipment Oil Skimmer w/o Power	20	-----	-----
1107	7-73-40	Field Equipment Oil Skimmer Heads	20	-----	-----
1108	7-85-10	Field Equipment Scales-Portable	60	-----	-----
1109	7-90-20	Field Equipment Steam Jenny, 3,000 psi	60	-----	-----
1110	7-96-04	Field Equipment-Water Laser LO-Pressure Single Wand, 2,500 psi	44	-----	-----
1111	7-96-08	Field Equipment-Water Laser MED-Pressure Single Wand 6,000 psi	20	-----	-----
1112	7-96-12	Field Equipment-Water Laser HI-Pressure Single Wand, 10,000 psi	20	-----	-----
1113	7-97-10	Field Equipment Welder-Unit	20	-----	-----
1114	8-01-20	Pump-Acid-2 inch	24	-----	-----
1115	8-12-20	Pump-Centrifugal-2 inch	60	-----	-----
1116	8-12-30	Pump-Centrifugal-3 inch	24	-----	-----
1117	8-12-40	Pump-Centrifugal-4 inch	24	-----	-----
1118	8-18-26	Pump-Double Diaphragm Teflon 2 inch	44	-----	-----
1119	8-18-36	Pump-Double Diaphragm			

		Teflon 3 inch	20	_____	_____
1120	8-18-46	Pump-Double Diaphragm Teflon 4 inch	20	_____	_____
1121	8-54-10	Pump-Trash-2 inch	20	_____	_____
1122	8-54-15	Pump-Trash-3 inch	20	_____	_____
1123	8-54-20	Pump-Trash-4 inch	20	_____	_____
1124	9-05-05	Oil Boom-Harbor Overall height of 12" (Float and skirt) with a 6" Skirt (minimum)	360	_____	_____
1125	9-05-10	Oil Boom-Harbor Overall height of 24" (Float and skirt)with an 18" Skirt (minimum)	240	_____	_____
1126	9-15-05	Oil Skimmer-Drum	72	_____	_____
1127	9-15-10	Oil-Skimmer Rope	24	_____	_____
1128	9-15-20	Oil-Skimmer Oleophillic 20-30 gallons/minute	24	_____	_____
1129	9-15-35	Oil-Skimmer Weir/Suction 10-50 gallons/minute	24	_____	_____
1130	9-15-45	Oil-Skimmer Weir/Suction Skimpac 10-300 gallons/minute	24	_____	_____

OPTION Year I Normal Response Equipment Subtotal**(Total of CLINS 1022 through 1130).....\$ _____****OPTION Year I Normal Response Labor and Equipment Subtotal.....\$ _____**

1131	0-00-01	Materials/Other Direct Costs/ Subcontracts			<u>\$16,240,000</u>
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1132	0-00-02	G&A/Material Handling	_____ %	\$ _____	
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OPTION YEAR I Normal Response Materials/ODCs/Subcontracts + G&A/Material**Handling Subtotal (Total of CLINS 1131 and 1132).....\$ _____****OPTION YEAR I Normal Response Total*.....\$ _____****(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts +
G&A/Material Handling Subtotals)**

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF
PRICING PROPOSALS" for instructions.

B.4 FIXED RATES - OPTION YEAR II (NORMAL RESPONSE)

<u>(a) Personnel</u>					
<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
2001	1-05-01	Junior Response Manager			
2001AA		Straight Time	8,320	-----	-----
2001AB		Overtime	1,488	-----	-----
2002	1-05-02	Senior Response Manager			
2002AA		Straight Time	8,400	-----	-----
2002AB		Overtime	1,500	-----	-----
2003	1-10-01	Foreman			
2003AA		Straight Time	5,400	-----	-----
2003AB		Overtime	1,800	-----	-----
2004	2-03-01	Clean-Up Technician			
2004AA		Straight Time	24,000	-----	-----
2004AB		Overtime	9,000	-----	-----
2005	2-05-01	Equipment Operator			
2005AA		Straight Time	10,800	-----	-----
2005AB		Overtime	3,000	-----	-----
2006	2-13-01	Field Cost Administrator			
2006AA		Straight Time	7,200	-----	-----
2006AB		Overtime	1,960	-----	-----
2007	2-20-01	Truck Driver			
2007AA		Straight Time	600	-----	-----
2007AB		Overtime	212	-----	-----
2008	2-30-01	Laborer/Non 40 Hr			
2008AA		Straight Time	1,500	-----	-----
2008AB		Overtime	300	-----	-----
2009	3-08-01	Construction Inspector			
2009AA		Straight Time	600	-----	-----
2010	3-10-01	Electrician			
2010AA		Straight Time	200	-----	-----
2010AB		Overtime	80	-----	-----
2011	4-01-01	Chemist, Organic			
2011AA		Straight Time	1,200	-----	-----
2011AB		Overtime	152	-----	-----
2012	4-08-01	Computer Operator			
2012AA		Straight Time	120	-----	-----
2012AB		Overtime	40	-----	-----
2013	4-25-01	Hydrogeologist			
2013AA		Straight Time	360	-----	-----

2013AB		Overtime	40	_____	_____
2014	4-30-01	Ind Hygienist/Site Safety Inspector			
2014AA		Straight Time	1,800	_____	_____
2014AB		Overtime	60	_____	_____
2015	4-45-01	Radiation Specialist			
2015AA		Straight Time	360	_____	_____
2015AB		Overtime	160	_____	_____
2016	4-50-01	Site Safety			
2016AA		Straight Time	1,040	_____	_____
2016AB		Overtime	240	_____	_____
2017	4-55-01	Diver Supervisor			
2017AA		Straight Time	52	_____	_____
2017AB		Overtime	36	_____	_____
2018	4-56-01	Diver Tender			
2018AA		Straight Time	52	_____	_____
2018AB		Overtime	36	_____	_____
2019	4-57-01	Diver			
		Sub CLINS are Straight Time per State in Region 5			
2019AA		Straight Time/MN	16	_____	_____
2019AB		Straight Time/IN	16	_____	_____
2019AC		Straight Time/OH	16	_____	_____
2019AD		Straight Time/IL	16	_____	_____
2019AE		Straight Time/MI	16	_____	_____
2019AF		Straight Time/WI	16	_____	_____
2020		Diver Overtime			
		Sub CLINS are Overtime per State in Region 5			
2020AA		Overtime/MN	10	_____	_____
2020AB		Overtime/IN	10	_____	_____
2020AC		Overtime/OH	10	_____	_____
2020AD		Overtime/IL	10	_____	_____
2020AE		Overtime/MI	10	_____	_____
2020AF		Overtime/WI	10	_____	_____
2021	5-20-01	T&D Coordinator			
2021AA		Straight Time	3,600	_____	_____

Option Year II Normal Response Labor Subtotal
(Total of CLINS 2001 through 2021AA)

\$ _____

(b) Equipment

<u>CLIN</u>	<u>RCMS</u> <u>Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed</u> <u>Daily Rate</u>	<u>Total</u>
2022	1-01-10	Truck-Boom-2 Ton	48	_____	_____

2023	1-03-10	Truck-Box-1 ton	24	_____	_____
2024	1-03-20	Truck-Box-2 ton	24	_____	_____
2025	1-09-10	Truck-Car-Passenger	120	_____	_____
2026	1-15-10	Truck-Dump Articulated, CAT D30D	60	_____	_____
2027	1-15-42	Truck-Dump Fixed box 10/20 yds	20	_____	_____
2028	1-36-10	Truck-Pickup 2 wheel drive	1,200	_____	_____
2029	1-36-20	Truck-Pickup 4 wheel drive	240	_____	_____
2030	1-39-20	Truck, Emergency Resp (Small Box Truck equipped with personnel safety (Level B and C) and Communications equipment, air monitoring equipment, barrel cart, empty drums and overpacks, sorbants, pumps and hoses, and other Spill response equipment)	60	_____	_____
2031	1-42-10	Truck Road Tractor	48	_____	_____
2032	1-45-10	Truck-Stake bed-1 ton	60	_____	_____
2033	1-45-20	Truck-Stake bed-2 ton	120	_____	_____
2034	1-51-38	Truck-Vacuum 3800 gallons/Dump	48	_____	_____
2035	1-54-30	Truck-Passenger Van	120	_____	_____
2036	2-20-20	Trailer-Decon 8x20	152	_____	_____
2037	2-20-40	Trailer-Decon With Showers 8x30	60	_____	_____
2038	2-20-41	Trailer-Decon Without Showers 8x30	180	_____	_____
2039	2-45-10	Trailer-Lowboy-9 ton	20	_____	_____
2040	2-45-20	Trailer-Lowboy-20 ton	36	_____	_____
2041	2-45-30	Trailer-Lowboy-30 ton	20	_____	_____
2042	2-45-50	Trailer-Lowboy-50 ton	32	_____	_____
2043	2-67-10	Trailer-Skid Unit Vacuum/1500 gal	32	_____	_____
2044	2-70-10	Trailer-Storage Approx. 20 ft.	48	_____	_____
2045	2-70-20	Trailer-Storage Approx. 40 ft.	92	_____	_____

2046	3-00-22	Heavy Equipment-Attachment Grapppler Demolition, Hydraulic claw mounts on Excavator	24	_____	_____
2047	3-00-26	Heavy Equipment-Attachment Grapppler Drum/Hydraulic	48	_____	_____
2048	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	20	_____	_____
2049	3-01-10	Heavy Equipment Backhoe-CASE 580	152	_____	_____
2050	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	24	_____	_____
2051	3-01-30	Heavy Equipment Backhoe-Extendahoe	24	_____	_____
2052	3-10-10	Heavy Equipment Bulldozer-CAT D3C	48	_____	_____
2053	3-10-40	Heavy Equipment Bulldozer-CAT D6H	24	_____	_____
2054	3-10-60	Heavy Equipment Bulldozer-CAT D8	24	_____	_____
2055	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	20	_____	_____
2056	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	20	_____	_____
2057	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	20	_____	_____
2058	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment, Dozer tag-along	20	_____	_____
2059	3-27-10	Heavy Equipment Drum-Crusher, Hydraulic Single drum capacity	20	_____	_____
2060	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled, Mid-sized Wheeled excavators	12	_____	_____
2061	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	60	_____	_____
2062	3-30-55	Heavy Equipment-Excavator			

		CAT 215C/315	180	_____	_____
2063	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	120	_____	_____
2064	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	120	_____	_____
2065	3-35-14	Heavy Equipment Forklift-Telescopic Rough terrain, minimum Lifting capacity of 5,000 pounds	20	_____	_____
2066	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	44	_____	_____
2067	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	180	_____	_____
2068	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	60	_____	_____
2069	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	60	_____	_____
2070	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	92	_____	_____
2071	3-65-10	Heavy Equipment Scraper Self Loader, CAT 615 or equivalent	32	_____	_____
2072	3-65-20	Heavy Equipment-Scraper Non-self loading, requires Dozer assistance	48	_____	_____
2073	3-70-10	Heavy Equipment-Shears Boom attachment/small, LaBounty 110 or Equivalent	24	_____	_____
2074	3-70-12	Heavy Equipment-Shears Boom attachment/large, LaBounty 116 or Equivalent	24	_____	_____
2075	3-95-10	Heavy Equipment-Uni Loader with bucket, Bobcat 633 Or equivalent	60	_____	_____
2076	3-95-25	Heavy Equipment-Uni Loader		_____	_____

		Forks attachment	32	_____	_____
2077	3-95-35	Heavy Equipment-Uni Loader Barrel grappler attachment	24	_____	_____
2078	4-06-35	Laboratory Analyzer Hazcat System w/o fume Hood	20	_____	_____
2079	4-49-20	Laboratory-Fume Hood-Vented	20	_____	_____
2080	5-05-51	Safety-PPE-Level B SCBA/Low Pres	180	_____	_____
2081	5-15-20	Safety-Radio- Portable Base	24	_____	_____
2082	6-39-30	Treatment Pool 10,000 gallons	44	_____	_____
2083	6-39-45	Treatment Pool 20,000 gallons	44	_____	_____
2084	6-39-50	Treatment Pool 50,000 gallons	24	_____	_____
2085	7-01-10	Field Equipment- Air Blower Portable/300 CFM	20	_____	_____
2086	7-01-12	Field Equipment-Air Blower Portable/ 3000 CFM	20	_____	_____
2087	7-15-20	Field Equipment Boat-14/16 ft	32	_____	_____
2088	7-15-30	Field Equipment Boat-21 ft	48	_____	_____
2089	7-15-35	Field Equipment Boat-26-30 ft	32	_____	_____
2090	7-15-42	Field Equipment Boat Motor 10 to 50 HP	32	_____	_____
2091	7-15-43	Field Equipment Boat Motor > 50 HP	48	_____	_____
2092	7-15-45	Field Equipment Boat Motor > 100 HP	32	_____	_____
2093	7-21-10	Field Equipment Compressor/Air-185 CFM	24	_____	_____

2094	7-21-20	Field Equipment Compressor/Air>200 CFM	12	_____	_____
2095	7-23-20	Field Equipment Computer-Portable PC	600	_____	_____
2096	7-23-25	Field Equipment Computer CAD	24	_____	_____
2097	7-36-05	Field Equipment Diving Scuba	44	_____	_____
2098	7-36-10	Field Equipment Diving Hard Hat Shallow	44	_____	_____
2099	7-51-05	Field Equipment Generator-5 KW	92	_____	_____
2100	7-51-40	Field Equipment Generator-50 KW	92	_____	_____
2101	7-51-55	Field Equipment Generator-150 KW	20	_____	_____
2102	7-51-60	Field Equipment Generator-350 KW	12	_____	_____
2103	7-67-10	Field Equipment Lighting Conventional Portable Light Stand Requiring a separate Electrical power Source	120	_____	_____
2104	7-67-20	Field Equipment Lighting-Explosion Proof, Portable Light Stand requiring A separate electrical Power source w/intrinsically Safe lighting for use in A potentially Combustible atmosphere	20	_____	_____
2105	7-67-30	Field Equipment Lighting-Light Plant Four (4) lights w/a Diesel generator	20	_____	_____
2106	7-73-32	Field Equipment Oil Skimmer w/o Power	20	_____	_____
2107	7-73-40	Field Equipment Oil Skimmer Heads	20	_____	_____
2108	7-85-10	Field Equipment			

		Scales-Portable	60	_____	_____
2109	7-90-20	Field Equipment Steam Jenny, 3,000 psi	60	_____	_____
2110	7-96-04	Field Equipment-Water Laser LO-Pressure Single Wand, 2,500 psi	44	_____	_____
2111	7-96-08	Field Equipment-Water Laser MED-Pressure Single Wand 6,000 psi	20	_____	_____
2112	7-96-12	Field Equipment-Water Laser HI-Pressure Single Wand, 10,000 psi	20	_____	_____
2113	7-97-10	Field Equipment Welder-Unit	20	_____	_____
2114	8-01-20	Pump-Acid-2 inch	24	_____	_____
2115	8-12-20	Pump-Centrifugal-2 inch	60	_____	_____
2116	8-12-30	Pump-Centrifugal-3 inch	24	_____	_____
2117	8-12-40	Pump-Centrifugal-4 inch	24	_____	_____
2118	8-18-26	Pump-Double Diaphragm Teflon 2 inch	44	_____	_____
2119	8-18-36	Pump-Double Diaphragm Teflon 3 inch	20	_____	_____
2120	8-18-46	Pump-Double Diaphragm Teflon 4 inch	20	_____	_____
2121	8-54-10	Pump-Trash-2 inch	20	_____	_____
2122	8-54-15	Pump-Trash-3 inch	20	_____	_____
2123	8-54-20	Pump-Trash-4 inch	20	_____	_____
2124	9-05-05	Oil Boom-Harbor Overall height of 12" (Float and skirt) with a 6" Skirt (minimum)	360	_____	_____
2125	9-05-10	Oil Boom-Harbor Overall height of 24" (Float and skirt)with an 18" Skirt (minimum)	240	_____	_____
2126	9-15-05	Oil Skimmer-Drum	72	_____	_____
2127	9-15-10	Oil-Skimmer Rope	24	_____	_____
2128	9-15-20	Oil-Skimmer Oleophillic 20-30 gallons/minute	24	_____	_____
2129	9-15-35	Oil-Skimmer			

		Weir/Suction 10-50 gallons/minute	24	_____	_____
2130	9-15-45	Oil-Skimmer Weir/Suction Skimpac 10-300 gallons/minute	24	_____	_____

OPTION Year II Normal Response Equipment Subtotal
(Total of CLINs 2022 through 2130..... \$ _____)

OPTION Year II Normal Response Labor and Equipment Subtotal.....\$ _____

2131	0-00-01	Materials/Other Direct Costs/ Subcontracts			<u>\$16,800,000</u>
2132	0-00-02	G&A/Material Handling	_____ %		\$ _____

**OPTION YEAR II Normal Response Materials/ODCs/Subcontracts + G&A/Material
Handling Subtotal (Total of CLINs 2131 and 2132).....\$ _____**

OPTION YEAR II Normal Response Total*.....\$ _____
**(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts +
G&A/Material Handling Subtotals)**

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF
PRICING PROPOSALS" for instructions.

B.5 FIXED RATES - OPTION YEAR III (Normal Response)

(a) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
3001	1-05-01	Junior Response Manager			
3001AA		Straight Time	8,320	_____	_____
3001AB		Overtime	1,488	_____	_____
3002	1-05-02	Senior Response Manager			
3002AA		Straight Time	8,400	_____	_____
3002AB		Overtime	1,500	_____	_____
3003	1-10-01	Foreman			
3003AA		Straight Time	5,400	_____	_____
3003AB		Overtime	1,800	_____	_____
3004	2-03-01	Clean-Up Technician			
3004AA		Straight Time	24,000	_____	_____
3004AB		Overtime	9,000	_____	_____
3005	2-05-01	Equipment Operator			
3005AA		Straight Time	10,800	_____	_____
3005AB		Overtime	3,000	_____	_____

3006	2-13-01	Field Cost Administrator			
3006AA		Straight Time	7,200	_____	_____
3006AB		Overtime	1,960	_____	_____
3007	2-20-01	Truck Driver			
3007AA		Straight Time	600	_____	_____
3007AB		Overtime	212	_____	_____
3008	2-30-01	Laborer/Non 40 Hr			
3008AA		Straight Time	1,500	_____	_____
3008AB		Overtime	300	_____	_____
3009	3-08-01	Construction Inspector			
3009AA		Straight Time	600	_____	_____
3010	3-10-01	Electrician			
3010AA		Straight Time	200	_____	_____
3010AB		Overtime	80	_____	_____
3011	4-01-01	Chemist, Organic			
3011AA		Straight Time	1,200	_____	_____
3011AB		Overtime	152	_____	_____
3012	4-08-01	Computer Operator			
3012AA		Straight Time	120	_____	_____
3012AB		Overtime	40	_____	_____
3013	4-25-01	Hydrogeologist			
3013AA		Straight Time	360	_____	_____
3013AB		Overtime	40	_____	_____
3014	4-30-01	Ind Hygienist/Site Safety Inspector			
3014AA		Straight Time	1,800	_____	_____
3014AB		Overtime	60	_____	_____
3015	4-45-01	Radiation Specialist			
3015AA		Straight Time	360	_____	_____
3015AB		Overtime	160	_____	_____
3016	4-50-01	Site Safety			
3016AA		Straight Time	1,040	_____	_____
3016AB		Overtime	240	_____	_____
3017	4-55-01	Diver Supervisor			
3017AA		Straight Time	52	_____	_____
3017AB		Overtime	36	_____	_____
3018	4-56-01	Diver Tender			
3018AA		Straight Time	52	_____	_____
3018AB		Overtime	36	_____	_____
3019	4-57-01	Diver			
		Sub CLINS are Straight Time per State in Region 5			
3019AA		Straight Time/MN	16	_____	_____
3019AB		Straight Time/IN	16	_____	_____

3019AC		Straight Time/OH	16	_____	_____
3019AD		Straight Time/IL	16	_____	_____
3019AE		Straight Time/MI	16	_____	_____
3019AF		Straight Time/WI	16	_____	_____

3020 Diver Overtime
Sub CLINS are Overtime per State in Region 5

3020AA		Overtime/MN	10	_____	_____
3020AB		Overtime/IN	10	_____	_____
3020AC		Overtime/OH	10	_____	_____
3020AD		Overtime/IL	10	_____	_____
3020AE		Overtime/MI	10	_____	_____
3020AF		Overtime/WI	10	_____	_____

3021	5-20-01	T&D Coordinator			
3021AA		Straight Time	3,600	_____	_____

Option Year III Normal Response Labor Subtotal
(Total of CLINS 3001 through 3021AA)

\$ _____

(b) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Daily Rate</u>	<u>Total</u>
3022	1-01-10	Truck-Boom-2 Ton	48	_____	_____
3023	1-03-10	Truck-Box-1 ton	24	_____	_____
3024	1-03-20	Truck-Box-2 ton	24	_____	_____
3025	1-09-10	Truck-Car-Passenger	120	_____	_____
3026	1-15-10	Truck-Dump Articulated, CAT D30D	60	_____	_____
3027	1-15-42	Truck-Dump Fixed box 10/20 yds	20	_____	_____
3028	1-36-10	Truck-Pickup 2 wheel drive	1,200	_____	_____
3029	1-36-20	Truck-Pickup 4 wheel drive	240	_____	_____
3030	1-39-20	Truck, Emergency Resp (Small Box Truck equipped with personnel safety (Level B and C) and Communications equipment, air monitoring equipment, barrel cart, empty drums and overpacks, sorbants, pumps and hoses, and other Spill response equipment)	60	_____	_____
3031	1-42-10	Truck			

		Road Tractor	48	_____	_____
3032	1-45-10	Truck-Stake bed-1 ton	60	_____	_____
3033	1-45-20	Truck-Stake bed-2 ton	120	_____	_____
3034	1-51-38	Truck-Vacuum 3800 gallons/Dump	48	_____	_____
3035	1-54-30	Truck-Passenger Van	120	_____	_____
3036	2-20-20	Trailer-Decon 8x20	152	_____	_____
3037	2-20-40	Trailer-Decon With Showers 8x30	60	_____	_____
3038	2-20-41	Trailer-Decon Without Showers 8x30	180	_____	_____
3039	2-45-10	Trailer-Lowboy-9 ton	20	_____	_____
3040	2-45-20	Trailer-Lowboy-20 ton	36	_____	_____
3041	2-45-30	Trailer-Lowboy-30 ton	20	_____	_____
3042	2-45-50	Trailer-Lowboy-50 ton	32	_____	_____
3043	2-67-10	Trailer-Skid Unit Vacuum/1500 gal	32	_____	_____
3044	2-70-10	Trailer-Storage Approx. 20 ft.	48	_____	_____
3045	2-70-20	Trailer-Storage Approx. 40 ft.	92	_____	_____
3046	3-00-22	Heavy Equipment-Attachment Grappler Demolition, Hydraulic claw mounts on Excavator	24	_____	_____
3047	3-00-26	Heavy Equipment-Attachment Grappler Drum/Hydraulic	48	_____	_____
3048	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	20	_____	_____
3049	3-01-10	Heavy Equipment Backhoe-CASE 580	152	_____	_____
3050	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	24	_____	_____
3051	3-01-30	Heavy Equipment Backhoe-Extendahoe	24	_____	_____
3052	3-10-10	Heavy Equipment Bulldozer-CAT D3C	48	_____	_____
3053	3-10-40	Heavy Equipment Bulldozer-CAT D6H	24	_____	_____

3054	3-10-60	Heavy Equipment Bulldozer-CAT D8	24	_____	_____
3055	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	20	_____	_____
3056	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	20	_____	_____
3057	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	20	_____	_____
3058	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment, Dozer tag-along	20	_____	_____
3059	3-27-10	Heavy Equipment Drum-Crusher, Hydraulic Single drum capacity	20	_____	_____
3060	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled, Mid-sized Wheeled excavators	12	_____	_____
3061	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	60	_____	_____
3062	3-30-55	Heavy Equipment-Excavator CAT 215C/315	180	_____	_____
3063	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	120	_____	_____
3064	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	120	_____	_____
3065	3-35-14	Heavy Equipment Forklift-Telescopic Rough terrain, minimum Lifting capacity of 5,000 pounds	20	_____	_____
3066	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	44	_____	_____
3067	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	180	_____	_____
3068	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	60	_____	_____

3069	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	60	-----	-----
3070	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	92	-----	-----
3071	3-65-10	Heavy Equipment Scraper Self Loader, CAT 615 or equivalent	32	-----	-----
3072	3-65-20	Heavy Equipment-Scraper Non-self loading, requires Dozer assistance	48	-----	-----
3073	3-70-10	Heavy Equipment-Shears Boom attachment/small, LaBounty 110 or Equivalent	24	-----	-----
3074	3-70-12	Heavy Equipment-Shears Boom attachment/large, LaBounty 116 or Equivalent	24	-----	-----
3075	3-95-10	Heavy Equipment-Uni Loader with bucket, Bobcat 633 Or equivalent	60	-----	-----
3076	3-95-25	Heavy Equipment-Uni Loader Forks attachment	32	-----	-----
3077	3-95-35	Heavy Equipment-Uni Loader Barrel grapppler attachment	24	-----	-----
3078	4-06-35	Laboratory Analyzer Hazcat System w/o fume Hood	20	-----	-----
3079	4-49-20	Laboratory-Fume Hood-Vented	20	-----	-----
3080	5-05-51	Safety-PPE-Level B SCBA/Low Pres	180	-----	-----
3081	5-15-20	Safety-Radio- Portable Base	24	-----	-----
3082	6-39-30	Treatment Pool 10,000 gallons	44	-----	-----
3083	6-39-45	Treatment Pool 20,000 gallons	44	-----	-----
3084	6-39-50	Treatment Pool		-----	-----

		50,000 gallons	24	_____	_____
3085	7-01-10	Field Equipment-Air Blower Portable/300 CFM	20	_____	_____
3086	7-01-12	Field Equipment-Air Blower Portable/ 3000 CFM	20	_____	_____
3087	7-15-20	Field Equipment Boat-14/16 ft	32	_____	_____
3088	7-15-30	Field Equipment Boat-21 ft	48	_____	_____
3089	7-15-35	Field Equipment Boat-26-30 ft	32	_____	_____
3090	7-15-42	Field Equipment Boat Motor 10 to 50 HP	32	_____	_____
3091	7-15-43	Field Equipment Boat Motor > 50 HP	48	_____	_____
3092	7-15-45	Field Equipment Boat Motor > 100 HP	32	_____	_____
3093	7-21-10	Field Equipment Compressor/Air-185 CFM	24	_____	_____
3094	7-21-20	Field Equipment Compressor/Air>200 CFM	12	_____	_____
3095	7-23-20	Field Equipment Computer-Portable PC	600	_____	_____
3096	7-23-25	Field Equipment Computer CAD	24	_____	_____
3097	7-36-05	Field Equipment Diving Scuba	44	_____	_____
3098	7-36-10	Field Equipment Diving Hard Hat Shallow	44	_____	_____
3099	7-51-05	Field Equipment Generator-5 KW	92	_____	_____
3100	7-51-40	Field Equipment Generator-50 KW	92	_____	_____
3101	7-51-55	Field Equipment Generator-150 KW	20	_____	_____
3102	7-51-60	Field Equipment		_____	_____

		Generator-350 KW	12	_____	_____
3103	7-67-10	Field Equipment Lighting Conventional Portable Light Stand Requiring a separate Electrical power Source	120	_____	_____
3104	7-67-20	Field Equipment Lighting-Explosion Proof, Portable Light Stand requiring A separate electrical Power source w/intrinsically Safe lighting for use in A potentially Combustible atmosphere	20	_____	_____
3105	7-67-30	Field Equipment Lighting-Light Plant Four (4) lights w/a Diesel generator	20	_____	_____
3106	7-73-32	Field Equipment Oil Skimmer w/o Power	20	_____	_____
3107	7-73-40	Field Equipment Oil Skimmer Heads	20	_____	_____
3108	7-85-10	Field Equipment Scales-Portable	60	_____	_____
3109	7-90-20	Field Equipment Steam Jenny, 3,000 psi	60	_____	_____
3110	7-96-04	Field Equipment-Water Laser LO-Pressure Single Wand, 2,500 psi	44	_____	_____
3111	7-96-08	Field Equipment-Water Laser MED-Pressure Single Wand 6,000 psi	20	_____	_____
3112	7-96-12	Field Equipment-Water Laser HI-Pressure Single Wand, 10,000 psi	20	_____	_____
3113	7-97-10	Field Equipment Welder-Unit	20	_____	_____
3114	8-01-20	Pump-Acid-2 inch	24	_____	_____
3115	8-12-20	Pump-Centrifugal-2 inch	60	_____	_____
3116	8-12-30	Pump-Centrifugal-3 inch	24	_____	_____
3117	8-12-40	Pump-Centrifugal-4 inch	24	_____	_____

3118	8-18-26	Pump-Double Diaphragm Teflon 2 inch	44	_____	_____
3119	8-18-36	Pump-Double Diaphragm Teflon 3 inch	20	_____	_____
3120	8-18-46	Pump-Double Diaphragm Teflon 4 inch	20	_____	_____
3121	8-54-10	Pump-Trash-2 inch	20	_____	_____
3122	8-54-15	Pump-Trash-3 inch	20	_____	_____
3123	8-54-20	Pump-Trash-4 inch	20	_____	_____
3124	9-05-05	Oil Boom-Harbor Overall height of 12" (Float and skirt) with a 6" Skirt (minimum)	360	_____	_____
3125	9-05-10	Oil Boom-Harbor Overall height of 24" (Float and skirt)with an 18" Skirt (minimum)	240	_____	_____
3126	9-15-05	Oil Skimmer-Drum	72	_____	_____
3127	9-15-10	Oil-Skimmer Rope	24	_____	_____
3128	9-15-20	Oil-Skimmer Oleophillic 20-30 gallons/minute	24	_____	_____
3129	9-15-35	Oil-Skimmer Weir/Suction 10-50 gallons/minute	24	_____	_____
3130	9-15-45	Oil-Skimmer Weir/Suction Skimpac 10-300 gallons/minute	24	_____	_____

OPTION Year III Normal Response Equipment Subtotal
(Total of CLINs 3022 through 3130).....\$_____

OPTION Year III Normal Response Labor and Equipment Subtotal... ..\$_____

3131	0-00-01	Materials/Other Direct Costs/ Subcontracts			<u>\$17,440,000</u>
3132	0-00-02	G&A/Material Handling	_____ %		\$ _____

**OPTION YEAR III Normal Response Materials/ODCs/Subcontracts +G&A/Material
Handling Subtotal (Total of CLINs 3131 and 3132).....\$_____**

OPTION YEAR III Normal Response Total*.....\$_____
**(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts +
G&A/Material Handling Subtotals)**

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF PRICING PROPOSALS" for instructions.

Note: The rates contained in Clause B.6 through Clause B.9, apply to Rapid Response actions as defined in Attachment 1, "Statement of Work", (2 -12 Hr. Response, Approximately 20% of Contract Capacity):

B.6 FIXED RATES - Base Period (2-12 Hr. Rapid Response)

<u>(a) Personnel</u>					
<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
4001	1-05-01	Junior Response Manager			
4001AA		Straight Time	4,160	-----	-----
4001AB		Overtime	744	-----	-----
4002	1-05-02	Senior Response Manager			
4002AA		Straight Time	4,200	-----	-----
4002AB		Overtime	750	-----	-----
4003	1-10-01	Foreman			
4003AA		Straight Time	2,700	-----	-----
4003AB		Overtime	900	-----	-----
4004	2-03-01	Clean-Up Technician			
4004AA		Straight Time	12,000	-----	-----
4004AB		Overtime	4,500	-----	-----
4005	2-05-01	Equipment Operator			
4005AA		Straight Time	5,400	-----	-----
4005AB		Overtime	1,500	-----	-----
4006	2-13-01	Field Cost Administrator			
4006AA		Straight Time	3,600	-----	-----
4006AB		Overtime	980	-----	-----
4007	2-20-01	Truck Driver			
4007AA		Straight Time	300	-----	-----
4007AB		Overtime	106	-----	-----
4008	2-30-01	Laborer/Non 40 Hr			
4008AA		Straight Time	750	-----	-----
4008AB		Overtime	150	-----	-----
4009	3-08-01	Construction Inspector			
4009AA		Straight Time	300	-----	-----
4010	3-10-01	Electrician			
4010AA		Straight Time	100	-----	-----
4010AB		Overtime	40	-----	-----
4011	4-01-01	Chemist, Organic			
4011AA		Straight Time	600	-----	-----

4011AB		Overtime	76	_____	_____
4012	4-08-01	Computer Operator			
4012AA		Straight Time	60	_____	_____
4012AB		Overtime	20	_____	_____
4013	4-25-01	Hydrogeologist			
4013AA		Straight Time	180	_____	_____
4013AB		Overtime	20	_____	_____
4014	4-30-01	Ind Hygienist/Site Safety Inspector			
4014AA		Straight Time	900	_____	_____
4014AB		Overtime	30	_____	_____
4015	4-45-01	Radiation Specialist			
4015AA		Straight Time	180	_____	_____
4015AB		Overtime	80	_____	_____
4016	4-50-01	Site Safety			
4016AA		Straight Time	520	_____	_____
4016AB		Overtime	120	_____	_____
4017	4-55-01	Diver Supervisor			
4017AA		Straight Time	26	_____	_____
4017AB		Overtime	18	_____	_____
4018	4-56-01	Diver Tender			
4018AA		Straight Time	26	_____	_____
4018AB		Overtime	18	_____	_____
4019	4-57-01	Diver			
		Sub CLINS are Straight Time per State in Region 5			
4019AA		Straight Time/MN	8	_____	_____
4019AB		Straight Time/IN	8	_____	_____
4019AC		Straight Time/OH	8	_____	_____
4019AD		Straight Time/IL	8	_____	_____
4019AE		Straight Time/MI	8	_____	_____
4019AF		Straight Time/WI	8	_____	_____
4020		Diver Overtime			
		Sub CLINS are Overtime per State in Region 5			
4020AA		Overtime/MN	4	_____	_____
4020AB		Overtime/IN	4	_____	_____
4020AC		Overtime/OH	4	_____	_____
4020AD		Overtime/IL	4	_____	_____
4020AE		Overtime/MI	4	_____	_____
4020AF		Overtime/WI	4	_____	_____
4021	5-20-01	T&D Coordinator			
4021AA		Straight Time	1,800	_____	_____

Base Period Rapid Response Labor Subtotal
(Total of CLINS 4001 through 4021AA)

\$ _____

<u>(b) Equipment</u>					
<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Daily Rate</u>	<u>Total</u>
4022	1-01-10	Truck-Boom-2 Ton	24	_____	_____
4023	1-03-10	Truck-Box-1 ton	12	_____	_____
4024	1-03-20	Truck-Box-2 ton	12	_____	_____
4025	1-09-10	Truck-Car-Passenger	60	_____	_____
4026	1-15-10	Truck-Dump Articulated, CAT D30D	30	_____	_____
4027	1-15-42	Truck-Dump Fixed box 10/20 yds	10	_____	_____
4028	1-36-10	Truck-Pickup 2 wheel drive	600	_____	_____
4029	1-36-20	Truck-Pickup 4 wheel drive	120	_____	_____
4030	1-39-20	Truck, Emergency Resp (Small Box Truck equipped with personnel safety (Level B and C) and Communications equipment, air monitoring equipment, barrel cart, empty drums and overpacks, sorbants, pumps and hoses, and other Spill response equipment)	30	_____	_____
4031	1-42-10	Truck Road Tractor	24	_____	_____
4032	1-45-10	Truck-Stake bed-1 ton	30	_____	_____
4033	1-45-20	Truck-Stake bed-2 ton	60	_____	_____
4034	1-51-38	Truck-Vacuum 3800 gallons/Dump	24	_____	_____
4035	1-54-30	Truck-Passenger Van	60	_____	_____
4036	2-20-20	Trailer-Decon 8x20	76	_____	_____
4037	2-20-40	Trailer-Decon With Showers 8x30	30	_____	_____
4038	2-20-41	Trailer-Decon Without Showers 8x30	90	_____	_____
4039	2-45-10	Trailer-Lowboy-9 ton	10	_____	_____
4040	2-45-20	Trailer-Lowboy-20 ton	18	_____	_____
4041	2-45-30	Trailer-Lowboy-30 ton	10	_____	_____
4042	2-45-50	Trailer-Lowboy-50 ton	16	_____	_____
4043	2-67-10	Trailer-Skid Unit			

		Vacuum/1500 gal	16	_____	_____
4044	2-70-10	Trailer-Storage Approx. 20 ft.	24	_____	_____
4045	2-70-20	Trailer-Storage Approx. 40 ft.	46	_____	_____
4046	3-00-22	Heavy Equipment-Attachment Grappler Demolition, Hydraulic claw mounts on Excavator	12	_____	_____
4047	3-00-26	Heavy Equipment-Attachment Grappler Drum/Hydraulic	24	_____	_____
4048	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	10	_____	_____
4049	3-01-10	Heavy Equipment Backhoe-CASE 580	76	_____	_____
4050	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	12	_____	_____
4051	3-01-30	Heavy Equipment Backhoe-Extendahoe	12	_____	_____
4052	3-10-10	Heavy Equipment Bulldozer-CAT D3C	24	_____	_____
4053	3-10-40	Heavy Equipment Bulldozer-CAT D6H	24	_____	_____
4054	3-10-60	Heavy Equipment Bulldozer-CAT D8	24	_____	_____
4055	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	10	_____	_____
4056	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	10	_____	_____
4057	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	10	_____	_____
4058	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment, Dozer tag-along	10	_____	_____
4059	3-27-10	Heavy Equipment Drum-Crusher, Hydraulic Single drum capacity	10	_____	_____

4060	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled, Mid-sized Wheeled excavators	6	_____	_____
4061	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	30	_____	_____
4062	3-30-55	Heavy Equipment-Excavator CAT 215C/315	90	_____	_____
4063	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	60	_____	_____
4064	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	60	_____	_____
4065	3-35-14	Heavy Equipment Forklift-Telescopic Rough terrain, minimum Lifting capacity of 5,000 pounds	10	_____	_____
4066	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	22	_____	_____
4067	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	90	_____	_____
4068	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	30	_____	_____
4069	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	30	_____	_____
4070	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	46	_____	_____
4071	3-65-10	Heavy Equipment Scraper Self Loader, CAT 615 or equivalent	16	_____	_____
4072	3-65-20	Heavy Equipment-Scraper Non-self loading, requires Dozer assistance	24	_____	_____
4073	3-70-10	Heavy Equipment-Shears Boom attachment/small, LaBounty 110 or Equivalent	12	_____	_____
4074	3-70-12	Heavy Equipment-Shears Boom attachment/large,			

		LaBounty 116 or Equivalent	12	_____	_____
4075	3-95-10	Heavy Equipment-Uni Loader with bucket, Bobcat 633 Or equivalent	30	_____	_____
4076	3-95-25	Heavy Equipment-Uni Loader Forks attachment	16	_____	_____
4077	3-95-35	Heavy Equipment-Uni Loader Barrel grappler attachment	12	_____	_____
4078	4-06-35	Laboratory Analyzer Hazcat System w/o fume Hood	10	_____	_____
4079	4-49-20	Laboratory-Fume Hood-Vented	10	_____	_____
4080	5-05-51	Safety-PPE-Level B SCBA/Low Pres	90	_____	_____
4081	5-15-20	Safety-Radio- Portable Base	12	_____	_____
4082	6-39-30	Treatment Pool 10,000 gallons	22	_____	_____
4083	6-39-45	Treatment Pool 20,000 gallons	22	_____	_____
4084	6-39-50	Treatment Pool 50,000 gallons	12	_____	_____
4085	7-01-10	Field Equipment- Air Blower Portable/300 CFM	10	_____	_____
4086	7-01-12	Field Equipment-Air Blower Portable/ 3000 CFM	10	_____	_____
4087	7-15-20	Field Equipment Boat-14/16 ft	16	_____	_____
4088	7-15-30	Field Equipment Boat-21 ft	24	_____	_____
4089	7-15-35	Field Equipment Boat-26-30 ft	16	_____	_____
4090	7-15-42	Field Equipment Boat Motor 10 to 50 HP	16	_____	_____

4091	7-15-43	Field Equipment Boat Motor > 50 HP	24	_____	_____
4092	7-15-45	Field Equipment Boat Motor > 100 HP	16	_____	_____
4093	7-21-10	Field Equipment Compressor/Air-185 CFM	12	_____	_____
4094	7-21-20	Field Equipment Compressor/Air>200 CFM	6	_____	_____
4095	7-23-20	Field Equipment Computer-Portable PC	300	_____	_____
4096	7-23-25	Field Equipment Computer CAD	12	_____	_____
4097	7-36-05	Field Equipment Diving Scuba	22	_____	_____
4098	7-36-10	Field Equipment Diving Hard Hat Shallow	22	_____	_____
4099	7-51-05	Field Equipment Generator-5 KW	46	_____	_____
4100	7-51-40	Field Equipment Generator-50 KW	46	_____	_____
4101	7-51-55	Field Equipment Generator-150 KW	10	_____	_____
4102	7-51-60	Field Equipment Generator-350 KW	6	_____	_____
4103	7-67-10	Field Equipment Lighting Conventional Portable Light Stand Requiring a separate Electrical power Source	60	_____	_____
4104	7-67-20	Field Equipment Lighting-Explosion Proof, Portable Light Stand requiring A separate electrical Power source w/intrinsically Safe lighting for use in A potentially Combustible atmosphere	10	_____	_____
4105	7-67-30	Field Equipment Lighting-Light Plant			

		Four (4) lights w/a Diesel generator	10	_____	_____
4106	7-73-32	Field Equipment Oil Skimmer w/o Power	10	_____	_____
4107	7-73-40	Field Equipment Oil Skimmer Heads	10	_____	_____
4108	7-85-10	Field Equipment Scales-Portable	10	_____	_____
4109	7-90-20	Field Equipment Steam Jenny, 3,000 psi	30	_____	_____
4110	7-96-04	Field Equipment-Water Laser LO-Pressure Single Wand, 2,500 psi	22	_____	_____
4111	7-96-08	Field Equipment-Water Laser MED-Pressure Single Wand 6,000 psi	10	_____	_____
4112	7-96-12	Field Equipment-Water Laser HI-Pressure Single Wand, 10,000 psi	10	_____	_____
4113	7-97-10	Field Equipment Welder-Unit	10	_____	_____
4114	8-01-20	Pump-Acid-2 inch	12	_____	_____
4115	8-12-20	Pump-Centrifugal-2 inch	30	_____	_____
4116	8-12-30	Pump-Centrifugal-3 inch	12	_____	_____
4117	8-12-40	Pump-Centrifugal-4 inch	12	_____	_____
4118	8-18-26	Pump-Double Diaphragm Teflon 2 inch	22	_____	_____
4119	8-18-36	Pump-Double Diaphragm Teflon 3 inch	10	_____	_____
4120	8-18-46	Pump-Double Diaphragm Teflon 4 inch	10	_____	_____
4121	8-54-10	Pump-Trash-2 inch	10	_____	_____
4122	8-54-15	Pump-Trash-3 inch	10	_____	_____
4123	8-54-20	Pump-Trash-4 inch	10	_____	_____
4124	9-05-05	Oil Boom-Harbor Overall height of 12" (Float and skirt) with a 6" Skirt (minimum)	180	_____	_____
4125	9-05-10	Oil Boom-Harbor Overall height of 24" (Float and skirt)with an 18" Skirt (minimum)	120	_____	_____

4126	9-15-05	Oil Skimmer-Drum	36	_____	_____
4127	9-15-10	Oil-Skimmer Rope	12	_____	_____
4128	9-15-20	Oil-Skimmer Oleophillic 20-30 gallons/minute	12	_____	_____
4129	9-15-35	Oil-Skimmer Weir/Suction 10-50 gallons/minute	12	_____	_____
4130	9-15-45	Oil-Skimmer Weir/Suction Skimpac 10-300 gallons/minute	12	_____	_____

Base Period Rapid Response Equipment Subtotal

(Total of CLINs 4022 through 4130.....\$_____

Base Period Rapid Response Labor and Equipment**Subtotal.....\$_____**

4131	0-00-01	Materials/Other Direct Costs/ Subcontracts			<u>\$7,700,000</u>
4132	0-00-02	G&A/Material Handling	_____ %		\$ _____

Materials/ODCs/Subcontracts + G&A/Material Handling Subtotal

(Total of CLINs 4131 and 4132).....\$_____

Base Period RAPID RESPONSE Total*.....

...\$_____

(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts +
G&A/Material Handling Subtotals)See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF
PRICING PROPOSALS" for instructions.**B.7 FIXED RATES - OPTION YEAR I (2-12 Hr. Rapid Response)**(a) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
5001	1-05-01	Junior Response Manager			
5001AA		Straight Time	2,080	_____	_____
5001AB		Overtime	372	_____	_____
5002	1-05-02	Senior Response Manager			
5002AA		Straight Time	2,100	_____	_____
5002AB		Overtime	375	_____	_____
5003	1-10-01	Foreman			
5003AA		Straight Time	1,350	_____	_____
5003AB		Overtime	450	_____	_____

5004	2-03-01	Clean-Up Technician			
5004AA		Straight Time	6,000	_____	_____
5004AB		Overtime	2,250	_____	_____
5005	2-05-01	Equipment Operator			
5005AA		Straight Time	2,700	_____	_____
5005AB		Overtime	750	_____	_____
5006	2-13-01	Field Cost Administrator			
5006AA		Straight Time	1,800	_____	_____
5006AB		Overtime	490	_____	_____
5007	2-20-01	Truck Driver			
5007AA		Straight Time	150	_____	_____
5007AB		Overtime	53	_____	_____
5008	2-30-01	Laborer/Non 40 Hr			
5008AA		Straight Time	375	_____	_____
5008AB		Overtime	75	_____	_____
5009	3-08-01	Construction Inspector			
5009AA		Straight Time	150	_____	_____
5010	3-10-01	Electrician			
5010AA		Straight Time	50	_____	_____
5010AB		Overtime	20	_____	_____
5011	4-01-01	Chemist, Organic			
5011AA		Straight Time	300	_____	_____
5011AB		Overtime	38	_____	_____
5012	4-08-01	Computer Operator			
5012AA		Straight Time	30	_____	_____
5012AB		Overtime	10	_____	_____
5013	4-25-01	Hydrogeologist			
5013AA		Straight Time	90	_____	_____
5013AB		Overtime	10	_____	_____
5014	4-30-01	Ind Hygienist/Site Safety Inspector			
5014AA		Straight Time	450	_____	_____
5014AB		Overtime	15	_____	_____
5015	4-45-01	Radiation Specialist			
5015AA		Straight Time	90	_____	_____
5015AB		Overtime	40	_____	_____
5016	4-50-01	Site Safety			
5016AA		Straight Time	260	_____	_____
5016AB		Overtime	60	_____	_____
5017	4-55-01	Diver Supervisor			
5017AA		Straight Time	13	_____	_____
5017AB		Overtime	9	_____	_____
5018	4-56-01	Diver Tender			

5018AA		Straight Time	13	_____	_____
5018AB		Overtime	9	_____	_____
5019	4-57-01	Diver			
		Sub CLINS are Straight Time per State in Region 5			
5019AA		Straight Time/MN	4	_____	_____
5019AB		Straight Time/IN	4	_____	_____
5019AC		Straight Time/OH	4	_____	_____
5019AD		Straight Time/IL	4	_____	_____
5019AE		Straight Time/MI	4	_____	_____
5019AF		Straight Time/WI	4	_____	_____
5020		Diver Overtime			
		Sub CLINS are Overtime per State in Region 5			
5020AA		Overtime/MN	2	_____	_____
5020AB		Overtime/IN	2	_____	_____
5020AC		Overtime/OH	2	_____	_____
5020AD		Overtime/IL	2	_____	_____
5020AE		Overtime/MI	2	_____	_____
5020AF		Overtime/WI	2	_____	_____
5021	5-20-01	T&D Coordinator			
5021AA		Straight Time	900	_____	_____

Option Year I Rapid Response Labor Subtotal
(Total of CLINS 5001 through 5021AA)

\$ _____

(b) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Daily Rate</u>	<u>Total</u>
5022	1-01-10	Truck-Boom-2 Ton	12	_____	_____
5023	1-03-10	Truck-Box-1 ton	6	_____	_____
5024	1-03-20	Truck-Box-2 ton	6	_____	_____
5025	1-09-10	Truck-Car-Passenger	30	_____	_____
5026	1-15-10	Truck-Dump Articulated, CAT D30D	15	_____	_____
5027	1-15-42	Truck-Dump Fixed box 10/20 yds	5	_____	_____
5028	1-36-10	Truck-Pickup 2 wheel drive	300	_____	_____
5029	1-36-20	Truck-Pickup 4 wheel drive	60	_____	_____
5030	1-39-20	Truck, Emergency Resp (Small Box Truck equipped with personnel safety (Level B and C) and Communications equipment, air monitoring equipment,	15	_____	_____

		barrel cart, empty drums and overpacks, sorbants, pumps and hoses, and other Spill response equipment)			
5031	1-42-10	Truck Road Tractor	12	_____	_____
5032	1-45-10	Truck-Stake bed-1 ton	15	_____	_____
5033	1-45-20	Truck-Stake bed-2 ton	30	_____	_____
5034	1-51-38	Truck-Vacuum 3800 gallons/Dump	12	_____	_____
5035	1-54-30	Truck-Passenger Van	30	_____	_____
5036	2-20-20	Trailer-Decon 8x20	38	_____	_____
5037	2-20-40	Trailer-Decon With Showers 8x30	15	_____	_____
5038	2-20-41	Trailer-Decon Without Showers 8x30	45	_____	_____
5039	2-45-10	Trailer-Lowboy-9 ton	5	_____	_____
5040	2-45-20	Trailer-Lowboy-20 ton	9	_____	_____
5041	2-45-30	Trailer-Lowboy-30 ton	5	_____	_____
5042	2-45-50	Trailer-Lowboy-50 ton	8	_____	_____
5043	2-67-10	Trailer-Skid Unit Vacuum/1500 gal	8	_____	_____
5044	2-70-10	Trailer-Storage Approx. 20 ft.	12	_____	_____
5045	2-70-20	Trailer-Storage Approx. 40 ft.	23	_____	_____
5046	3-00-22	Heavy Equipment-Attachment Grappler Demolition, Hydraulic claw mounts on Excavator	6	_____	_____
5047	3-00-26	Heavy Equipment-Attachment Grappler Drum/Hydraulic	12	_____	_____
5048	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	5	_____	_____
5049	3-01-10	Heavy Equipment Backhoe-CASE 580	38	_____	_____
5050	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	6	_____	_____
5051	3-01-30	Heavy Equipment			

		Backhoe-Extendahoe	6	_____	_____
5052	3-10-10	Heavy Equipment Bulldozer-CAT D3C	12	_____	_____
5053	3-10-40	Heavy Equipment Bulldozer-CAT D6H	6	_____	_____
5054	3-10-60	Heavy Equipment Bulldozer-CAT D8	6	_____	_____
5055	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	5	_____	_____
5056	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	5	_____	_____
5057	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	5	_____	_____
5058	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment, Dozer tag-along	5	_____	_____
5059	3-27-10	Heavy Equipment Drum-Crusher, Hydraulic Single drum capacity	5	_____	_____
5060	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled, Mid-sized Wheeled excavators	3	_____	_____
5061	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	15	_____	_____
5062	3-30-55	Heavy Equipment-Excavator CAT 215C/315	45	_____	_____
5063	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	30	_____	_____
5064	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	30	_____	_____
5065	3-35-14	Heavy Equipment Forklift-Telescopic Rough terrain, minimum Lifting capacity of 5,000 pounds	5	_____	_____
5066	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	11	_____	_____

5067	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	45	-----	-----
5068	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	15	-----	-----
5069	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	15	-----	-----
5070	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	23	-----	-----
5071	3-65-10	Heavy Equipment Scraper Self Loader, CAT 615 or equivalent	8	-----	-----
5072	3-65-20	Heavy Equipment-Scraper Non-self loading, requires Dozer assistance	12	-----	-----
5073	3-70-10	Heavy Equipment-Shears Boom attachment/small, LaBounty 110 or Equivalent	6	-----	-----
5074	3-70-12	Heavy Equipment-Shears Boom attachment/large, LaBounty 116 or Equivalent	6	-----	-----
5075	3-95-10	Heavy Equipment-Uni Loader with bucket, Bobcat 633 Or equivalent	15	-----	-----
5076	3-95-25	Heavy Equipment-Uni Loader Forks attachment	8	-----	-----
5077	3-95-35	Heavy Equipment-Uni Loader Barrel grappler attachment	6	-----	-----
5078	4-06-35	Laboratory Analyzer Hazcat System w/o fume Hood	5	-----	-----
5079	4-49-20	Laboratory-Fume Hood-Vented	5	-----	-----
5080	5-05-51	Safety-PPE-Level B SCBA/Low Pres	45	-----	-----
5081	5-15-20	Safety-Radio- Portable Base	6	-----	-----

5082	6-39-30	Treatment Pool 10,000 gallons	11	_____	_____
5083	6-39-45	Treatment Pool 20,000 gallons	11	_____	_____
5084	6-39-50	Treatment Pool 50,000 gallons	6	_____	_____
5085	7-01-10	Field Equipment- Air Blower Portable/300 CFM	5	_____	_____
5086	7-01-12	Field Equipment-Air Blower Portable/ 3000 CFM	5	_____	_____
5087	7-15-20	Field Equipment Boat-14/16 ft	8	_____	_____
5088	7-15-30	Field Equipment Boat-21 ft	12	_____	_____
5089	7-15-35	Field Equipment Boat-26-30 ft	8	_____	_____
5090	7-15-42	Field Equipment Boat Motor 10 to 50 HP	8	_____	_____
5091	7-15-43	Field Equipment Boat Motor > 50 HP	12	_____	_____
5092	7-15-45	Field Equipment Boat Motor > 100 HP	8	_____	_____
5093	7-21-10	Field Equipment Compressor/Air-185 CFM	6	_____	_____
5094	7-21-20	Field Equipment Compressor/Air>200 CFM	3	_____	_____
5095	7-23-20	Field Equipment Computer-Portable PC	15	_____	_____
5096	7-23-25	Field Equipment Computer CAD	6	_____	_____
5097	7-36-05	Field Equipment Diving Scuba	11	_____	_____
5098	7-36-10	Field Equipment Diving Hard Hat Shallow	11	_____	_____
5099	7-51-05	Field Equipment Generator-5 KW	23	_____	_____

5100	7-51-40	Field Equipment Generator-50 KW	23	_____	_____
5101	7-51-55	Field Equipment Generator-150 KW	5	_____	_____
5102	7-51-60	Field Equipment Generator-350 KW	3	_____	_____
5103	7-67-10	Field Equipment Lighting Conventional Portable Light Stand Requiring a separate Electrical power Source	30	_____	_____
5104	7-67-20	Field Equipment Lighting-Explosion Proof, Portable Light Stand requiring A separate electrical Power source w/intrinsically Safe lighting for use in A potentially Combustible atmosphere	5	_____	_____
5105	7-67-30	Field Equipment Lighting-Light Plant Four (4) lights w/a Diesel generator	5	_____	_____
5106	7-73-32	Field Equipment Oil Skimmer w/o Power	5	_____	_____
5107	7-73-40	Field Equipment Oil Skimmer Heads	5	_____	_____
5108	7-85-10	Field Equipment Scales-Portable	5	_____	_____
5109	7-90-20	Field Equipment Steam Jenny, 3,000 psi	15	_____	_____
5110	7-96-04	Field Equipment-Water Laser LO-Pressure Single Wand, 2,500 psi	11	_____	_____
5111	7-96-08	Field Equipment-Water Laser MED-Pressure Single Wand 6,000 psi	5	_____	_____
5112	7-96-12	Field Equipment-Water Laser HI-Pressure Single Wand, 10,000 psi	5	_____	_____

5113	7-97-10	Field Equipment Welder-Unit	5	_____	_____
5114	8-01-20	Pump-Acid-2 inch	6	_____	_____
5115	8-12-20	Pump-Centrifugal-2 inch	15	_____	_____
5116	8-12-30	Pump-Centrifugal-3 inch	6	_____	_____
5117	8-12-40	Pump-Centrifugal-4 inch	6	_____	_____
5118	8-18-26	Pump-Double Diaphragm Teflon 2 inch	11	_____	_____
5119	8-18-36	Pump-Double Diaphragm Teflon 3 inch	5	_____	_____
5120	8-18-46	Pump-Double Diaphragm Teflon 4 inch	5	_____	_____
5121	8-54-10	Pump-Trash-2 inch	5	_____	_____
5122	8-54-15	Pump-Trash-3 inch	5	_____	_____
5123	8-54-20	Pump-Trash-4 inch	5	_____	_____
5124	9-05-05	Oil Boom-Harbor Overall height of 12" (Float and skirt) with a 6" Skirt (minimum)	90	_____	_____
5125	9-05-10	Oil Boom-Harbor Overall height of 24" (Float and skirt)with an 18" Skirt (minimum)	60	_____	_____
5126	9-15-05	Oil Skimmer-Drum	18	_____	_____
5127	9-15-10	Oil-Skimmer Rope	6	_____	_____
5128	9-15-20	Oil-Skimmer Oleophillic 20-30 gallons/minute	6	_____	_____
5129	9-15-35	Oil-Skimmer Weir/Suction 10-50 gallons/minute	6	_____	_____
5130	9-15-45	Oil-Skimmer Weir/Suction Skimpac 10-300 gallons/minute	6	_____	_____

OPTION Year I Rapid Response Equipment Subtotal**(Total of CLINs 5022 through 5130)..... \$ _____****OPTION Year I Rapid Response Labor and Equipment Subtotal.....\$ _____**

5131	0-00-01	Materials/Other Direct Costs/ Subcontracts			<u>\$4,060,000</u>
5132	0-00-02	G&A/Material Handling	_____ %		\$ _____

OPTION YEAR I Rapid Response Materials/ODCs/Subcontracts + G&A/Material Handling Subtotal (Total of CLINs 5131 and 5132)..... \$ _____

OPTION YEAR I Rapid Response Total*.....\$ _____
 (*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts + G&A/Material Handling Subtotals)

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF PRICING PROPOSALS" for instructions.

B.8 FIXED RATES - OPTION YEAR II (2-12 Rapid Response)

<u>(a) Personnel</u>					
<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
6001	1-05-01	Junior Response Manager			
6001AA		Straight Time	2,080	_____	_____
6001AB		Overtime	372	_____	_____
6002	1-05-02	Senior Response Manager			
6002AA		Straight Time	2,100	_____	_____
6002AB		Overtime	375	_____	_____
6003	1-10-01	Foreman			
6003AA		Straight Time	1,350	_____	_____
6003AB		Overtime	450	_____	_____
6004	2-03-01	Clean-Up Technician			
6004AA		Straight Time	6,000	_____	_____
6004AB		Overtime	2,250	_____	_____
6005	2-05-01	Equipment Operator			
6005AA		Straight Time	2,700	_____	_____
6005AB		Overtime	750	_____	_____
6006	2-13-01	Field Cost Administrator			
6006AA		Straight Time	1,800	_____	_____
6006AB		Overtime	490	_____	_____
6007	2-20-01	Truck Driver			
6007AA		Straight Time	150	_____	_____
6007AB		Overtime	53	_____	_____
6008	2-30-01	Laborer/Non 40 Hr			
6008AA		Straight Time	375	_____	_____
6008AB		Overtime	75	_____	_____
6009	3-08-01	Construction Inspector			
6009AA		Straight Time	150	_____	_____
6010	3-10-01	Electrician			
6010AA		Straight Time	50	_____	_____
6010AB		Overtime	20	_____	_____

6011	4-01-01	Chemist, Organic			
6011AA		Straight Time	300	_____	_____
6011AB		Overtime	38	_____	_____
6012	4-08-01	Computer Operator			
6012AA		Straight Time	30	_____	_____
6012AB		Overtime	10	_____	_____
6013	4-25-01	Hydrogeologist			
6013AA		Straight Time	90	_____	_____
6013AB		Overtime	10	_____	_____
6014	4-30-01	Ind Hygienist/Site Safety Inspector			
6014AA		Straight Time	450	_____	_____
6014AB		Overtime	15	_____	_____
6015	4-45-01	Radiation Specialist			
6015AA		Straight Time	90	_____	_____
6015AB		Overtime	40	_____	_____
6016	4-50-01	Site Safety			
6016AA		Straight Time	260	_____	_____
6016AB		Overtime	60	_____	_____
6017	4-55-01	Diver Supervisor			
6017AA		Straight Time	13	_____	_____
6017AB		Overtime	9	_____	_____
6018	4-56-01	Diver Tender			
6018AA		Straight Time	13	_____	_____
6018AB		Overtime	9	_____	_____
6019	4-57-01	Diver			
		Sub CLINS are Straight Time per State in Region 5			
6019AA		Straight Time/MN	4	_____	_____
6019AB		Straight Time/IN	4	_____	_____
6019AC		Straight Time/OH	4	_____	_____
6019AD		Straight Time/IL	4	_____	_____
6019AE		Straight Time/MI	4	_____	_____
6019AF		Straight Time/WI	4	_____	_____
6020		Diver Overtime			
		Sub CLINS are Overtime per State in Region 5			
6020AA		Overtime/MN	2	_____	_____
6020AB		Overtime/IN	2	_____	_____
6020AC		Overtime/OH	2	_____	_____
6020AD		Overtime/IL	2	_____	_____
6020AE		Overtime/MI	2	_____	_____
6020AF		Overtime/WI	2	_____	_____
6021	5-20-01	T&D Coordinator			
6021AA		Straight Time	900	_____	_____

Option Year II Rapid Response Labor Subtotal

(Total of CLINS 6001 through 6021AA)

\$ _____

(b) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Daily Rate</u>	<u>Total</u>
6022	1-01-10	Truck-Boom-2 Ton	12	_____	_____
6023	1-03-10	Truck-Box-1 ton	6	_____	_____
6024	1-03-20	Truck-Box-2 ton	6	_____	_____
6025	1-09-10	Truck-Car-Passenger	30	_____	_____
6026	1-15-10	Truck-Dump Articulated, CAT D30D	15	_____	_____
6027	1-15-42	Truck-Dump Fixed box 10/20 yds	5	_____	_____
6028	1-36-10	Truck-Pickup 2 wheel drive	300	_____	_____
6029	1-36-20	Truck-Pickup 4 wheel drive	60	_____	_____
6030	1-39-20	Truck, Emergency Resp (Small Box Truck equipped with personnel safety (Level B and C) and Communications equipment, air monitoring equipment, barrel cart, empty drums and overpacks, sorbants, pumps and hoses, and other Spill response equipment)	15	_____	_____
6031	1-42-10	Truck Road Tractor	12	_____	_____
6032	1-45-10	Truck-Stake bed-1 ton	15	_____	_____
6033	1-45-20	Truck-Stake bed-2 ton	30	_____	_____
6034	1-51-38	Truck-Vacuum 3800 gallons/Dump	12	_____	_____
6035	1-54-30	Truck-Passenger Van	30	_____	_____
6036	2-20-20	Trailer-Decon 8x20	38	_____	_____
6037	2-20-40	Trailer-Decon With Showers 8x30	15	_____	_____
6038	2-20-41	Trailer-Decon Without Showers 8x30	45	_____	_____
6039	2-45-10	Trailer-Lowboy-9 ton	5	_____	_____
6040	2-45-20	Trailer-Lowboy-20 ton	9	_____	_____
6041	2-45-30	Trailer-Lowboy-30 ton	5	_____	_____
6042	2-45-50	Trailer-Lowboy-50 ton	8	_____	_____

6043	2-67-10	Trailer-Skid Unit Vacuum/1500 gal	8	_____	_____
6044	2-70-10	Trailer-Storage Approx. 20 ft.	12	_____	_____
6045	2-70-20	Trailer-Storage Approx. 40 ft.	23	_____	_____
6046	3-00-22	Heavy Equipment-Attachment Grapppler Demolition, Hydraulic claw mounts on Excavator	6	_____	_____
6047	3-00-26	Heavy Equipment-Attachment Grapppler Drum/Hydraulic	12	_____	_____
6048	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	5	_____	_____
6049	3-01-10	Heavy Equipment Backhoe-CASE 580	38	_____	_____
6050	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	6	_____	_____
6051	3-01-30	Heavy Equipment Backhoe-Extendahoe	6	_____	_____
6052	3-10-10	Heavy Equipment Bulldozer-CAT D3C	12	_____	_____
6053	3-10-40	Heavy Equipment Bulldozer-CAT D6H	6	_____	_____
6054	3-10-60	Heavy Equipment Bulldozer-CAT D8	6	_____	_____
6055	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	5	_____	_____
6056	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	5	_____	_____
6057	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	5	_____	_____
6058	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment, Dozer tag-along	5	_____	_____
6059	3-27-10	Heavy Equipment Drum-Crusher, Hydraulic Single drum capacity	5	_____	_____

6060	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled, Mid-sized Wheeled excavators	3	-----	-----
6061	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	15	-----	-----
6062	3-30-55	Heavy Equipment-Excavator CAT 215C/315	45	-----	-----
6063	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	30	-----	-----
6064	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	30	-----	-----
6065	3-35-14	Heavy Equipment Forklift-Telescopic Rough terrain, minimum Lifting capacity of 5,000 pounds	5	-----	-----
6066	3-55-30	Heavy Equipment-Loader Track-CAT 943/ 939-1.5 cyd	11	-----	-----
6067	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	45	-----	-----
6068	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	15	-----	-----
6069	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	15	-----	-----
6070	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	23	-----	-----
6071	3-65-10	Heavy Equipment Scraper Self Loader, CAT 615 or equivalent	8	-----	-----
6072	3-65-20	Heavy Equipment-Scraper Non-self loading, requires Dozer assistance	12	-----	-----
6073	3-70-10	Heavy Equipment-Shears Boom attachment/small, LaBounty 110 or Equivalent	6	-----	-----
6074	3-70-12	Heavy Equipment-Shears			

		Boom attachment/large, LaBounty 116 or Equivalent	6	_____	_____
6075	3-95-10	Heavy Equipment-Uni Loader with bucket, Bobcat 633 Or equivalent	15	_____	_____
6076	3-95-25	Heavy Equipment-Uni Loader Forks attachment	8	_____	_____
6077	3-95-35	Heavy Equipment-Uni Loader Barrel grappler attachment	6	_____	_____
6078	4-06-35	Laboratory Analyzer Hazcat System w/o fume Hood	5	_____	_____
6079	4-49-20	Laboratory-Fume Hood-Vented	5	_____	_____
6080	5-05-51	Safety-PPE-Level B SCBA/Low Pres	45	_____	_____
6081	5-15-20	Safety-Radio- Portable Base	6	_____	_____
6082	6-39-30	Treatment Pool 10,000 gallons	11	_____	_____
6083	6-39-45	Treatment Pool 20,000 gallons	11	_____	_____
6084	6-39-50	Treatment Pool 50,000 gallons	6	_____	_____
6085	7-01-10	Field Equipment- Air Blower Portable/300 CFM	5	_____	_____
6086	7-01-12	Field Equipment-Air Blower Portable/ 3000 CFM	5	_____	_____
6087	7-15-20	Field Equipment Boat-14/16 ft	8	_____	_____
6088	7-15-30	Field Equipment Boat-21 ft	12	_____	_____
6089	7-15-35	Field Equipment Boat-26-30 ft	8	_____	_____
6090	7-15-42	Field Equipment Boat Motor 10 to 50 HP	8	_____	_____

6091	7-15-43	Field Equipment Boat Motor > 50 HP	12	_____	_____
6092	7-15-45	Field Equipment Boat Motor > 100 HP	8	_____	_____
6093	7-21-10	Field Equipment Compressor/Air-185 CFM	6	_____	_____
6094	7-21-20	Field Equipment Compressor/Air>200 CFM	3	_____	_____
6095	7-23-20	Field Equipment Computer-Portable PC	15	_____	_____
6096	7-23-25	Field Equipment Computer CAD	6	_____	_____
6097	7-36-05	Field Equipment Diving Scuba	11	_____	_____
6098	7-36-10	Field Equipment Diving Hard Hat Shallow	11	_____	_____
6099	7-51-05	Field Equipment Generator-5 KW	23	_____	_____
6100	7-51-40	Field Equipment Generator-50 KW	23	_____	_____
6101	7-51-55	Field Equipment Generator-150 KW	5	_____	_____
6102	7-51-60	Field Equipment Generator-350 KW	3	_____	_____
6103	7-67-10	Field Equipment Lighting Conventional Portable Light Stand Requiring a separate Electrical power Source	30	_____	_____
6104	7-67-20	Field Equipment Lighting-Explosion Proof, Portable Light Stand requiring A separate electrical Power source w/intrinsically Safe lighting for use in A potentially Combustible atmosphere	5	_____	_____
6105	7-67-30	Field Equipment Lighting-Light Plant Four (4) lights w/a			

		Diesel generator	5	_____	_____
6106	7-73-32	Field Equipment Oil Skimmer w/o Power	5	_____	_____
6107	7-73-40	Field Equipment Oil Skimmer Heads	5	_____	_____
6108	7-85-10	Field Equipment Scales-Portable	5	_____	_____
6109	7-90-20	Field Equipment Steam Jenny, 3,000 psi	15	_____	_____
6110	7-96-04	Field Equipment-Water Laser LO-Pressure Single Wand, 2,500 psi	11	_____	_____
6111	7-96-08	Field Equipment-Water Laser MED-Pressure Single Wand 6,000 psi	5	_____	_____
6112	7-96-12	Field Equipment-Water Laser HI-Pressure Single Wand, 10,000 psi	5	_____	_____
6113	7-97-10	Field Equipment Welder-Unit	5	_____	_____
6114	8-01-20	Pump-Acid-2 inch	6	_____	_____
6115	8-12-20	Pump-Centrifugal-2 inch	15	_____	_____
6116	8-12-30	Pump-Centrifugal-3 inch	6	_____	_____
5617	8-12-40	Pump-Centrifugal-4 inch	6	_____	_____
6118	8-18-26	Pump-Double Diaphragm Teflon 2 inch	11	_____	_____
6119	8-18-36	Pump-Double Diaphragm Teflon 3 inch	5	_____	_____
6120	8-18-46	Pump-Double Diaphragm Teflon 4 inch	5	_____	_____
6121	8-54-10	Pump-Trash-2 inch	5	_____	_____
6122	8-54-15	Pump-Trash-3 inch	5	_____	_____
6123	8-54-20	Pump-Trash-4 inch	5	_____	_____
6124	9-05-05	Oil Boom-Harbor Overall height of 12" (Float and skirt) with a 6" Skirt (minimum)	90	_____	_____
6125	9-05-10	Oil Boom-Harbor Overall height of 24" (Float and skirt)with an 18" Skirt (minimum)	60	_____	_____

6126	9-15-05	Oil Skimmer-Drum	18	_____	_____
6127	9-15-10	Oil-Skimmer Rope	6	_____	_____
6128	9-15-20	Oil-Skimmer Oleophillic 20-30 gallons/minute	6	_____	_____
6129	9-15-35	Oil-Skimmer Weir/Suction 10-50 gallons/minute	6	_____	_____
6130	9-15-45	Oil-Skimmer Weir/Suction Skimpac 10-300 gallons/minute	6	_____	_____

OPTION Year II Rapid Response Equipment Subtotal**(Total of CLINS 6022 through 6130).....\$_____****OPTION Year II Rapid Response Labor and Equipment Subtotal.....\$_____**

6131	0-00-01	Materials/Other Direct Costs/ Subcontracts			<u>\$4,200,000</u>
6132	0-00-02	G&A/Material Handling	_____ %	\$ _____	

OPTION YEAR II Rapid Response Materials/ODCs/Subcontracts + G&A/Material**Handling Subtotal (Total of CLINS 6131 and 6132)..... \$ _____****OPTION YEAR II Rapid Response Total*.....\$_____****(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts +
G&A/Material Handling Subtotals)****B.9 FIXED RATES - OPTION YEAR III (2-12 Hour Rapid Response)**(a) Personnel

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Estimated Direct Labor Hours</u>	<u>Fixed Hourly Rate</u>	<u>Total</u>
7001	1-05-01	Junior Response Manager			
7001AA		Straight Time	2,080	_____	_____
7001AB		Overtime	372	_____	_____
7002	1-05-02	Senior Response Manager			
7002AA		Straight Time	2,100	_____	_____
7002AB		Overtime	375	_____	_____
7003	1-10-01	Foreman			
7003AA		Straight Time	1,350	_____	_____
7003AB		Overtime	450	_____	_____
7004	2-03-01	Clean-Up Technician			
7004AA		Straight Time	6,000	_____	_____

7004AB		Overtime	2,250	_____	_____
7005	2-05-01	Equipment Operator			
7005AA		Straight Time	2,700	_____	_____
7005AB		Overtime	750	_____	_____
7006	2-13-01	Field Cost Administrator			
7006AA		Straight Time	1,800	_____	_____
7006AB		Overtime	490	_____	_____
7007	2-20-01	Truck Driver			
7007AA		Straight Time	150	_____	_____
7007AB		Overtime	53	_____	_____
7008	2-30-01	Laborer/Non 40 Hr			
7008AA		Straight Time	375	_____	_____
7008AB		Overtime	75	_____	_____
7009	3-08-01	Construction Inspector			
7009AA		Straight Time	150	_____	_____
7010	3-10-01	Electrician			
7010AA		Straight Time	50	_____	_____
7010AB		Overtime	20	_____	_____
7011	4-01-01	Chemist, Organic			
7011AA		Straight Time	300	_____	_____
7011AB		Overtime	38	_____	_____
7012	4-08-01	Computer Operator			
7012AA		Straight Time	30	_____	_____
7012AB		Overtime	10	_____	_____
7013	4-25-01	Hydrogeologist			
7013AA		Straight Time	90	_____	_____
7013AB		Overtime	10	_____	_____
7014	4-30-01	Ind Hygienist/Site Safety Inspector			
7014AA		Straight Time	450	_____	_____
7014AB		Overtime	15	_____	_____
7015	4-45-01	Radiation Specialist			
7015AA		Straight Time	90	_____	_____
7015AB		Overtime	40	_____	_____
7016	4-50-01	Site Safety			
7016AA		Straight Time	260	_____	_____
7016AB		Overtime	60	_____	_____
7017	4-55-01	Diver Supervisor			
7017AA		Straight Time	13	_____	_____
7017AB		Overtime	9	_____	_____
7018	4-56-01	Diver Tender			
7018AA		Straight Time	13	_____	_____

7018AB		Overtime	9	_____	_____
7019	4-57-01	Diver			
		Sub CLINS are Straight Time per State in Region 5			
7019AA		Straight Time/MN	4	_____	_____
7019AB		Straight Time/IN	4	_____	_____
7019AC		Straight Time/OH	4	_____	_____
7019AD		Straight Time/IL	4	_____	_____
7019AE		Straight Time/MI	4	_____	_____
7019AF		Straight Time/WI	4	_____	_____
7020		Diver Overtime			
		Sub CLINS are Overtime per State in Region 5			
7020AA		Overtime/MN	2	_____	_____
7020AB		Overtime/IN	2	_____	_____
7020AC		Overtime/OH	2	_____	_____
7020AD		Overtime/IL	2	_____	_____
7020AE		Overtime/MI	2	_____	_____
7020AF		Overtime/WI	2	_____	_____
7021	5-20-01	T&D Coordinator			
7021AA		Straight Time	900	_____	_____

Option Year III Rapid Response Labor Subtotal
(Total of CLINS 7001 through 7021AA)

\$ _____

(b) Equipment

<u>CLIN</u>	<u>RCMS Number</u>	<u>Description</u>	<u>Days</u>	<u>Fixed Daily Rate</u>	<u>Total</u>
7022	1-01-10	Truck-Boom-2 Ton	12	_____	_____
7023	1-03-10	Truck-Box-1 ton	6	_____	_____
7024	1-03-20	Truck-Box-2 ton	6	_____	_____
7025	1-09-10	Truck-Car-Passenger	30	_____	_____
7026	1-15-10	Truck-Dump Articulated, CAT D30D	15	_____	_____
7027	1-15-42	Truck-Dump Fixed box 10/20 yds	5	_____	_____
7028	1-36-10	Truck-Pickup 2 wheel drive	300	_____	_____
7029	1-36-20	Truck-Pickup 4 wheel drive	60	_____	_____
7030	1-39-20	Truck, Emergency Resp (Small Box Truck equipped with personnel safety (Level B and C) and Communications equipment,	15	_____	_____

		air monitoring equipment, barrel cart, empty drums and overpacks, sorbants, pumps and hoses, and other Spill response equipment)			
7031	1-42-10	Truck Road Tractor	12	_____	_____
7032	1-45-10	Truck-Stake bed-1 ton	15	_____	_____
7033	1-45-20	Truck-Stake bed-2 ton	30	_____	_____
7034	1-51-38	Truck-Vacuum 3800 gallons/Dump	12	_____	_____
7035	1-54-30	Truck-Passenger Van	30	_____	_____
7036	2-20-20	Trailer-Decon 8x20	38	_____	_____
7037	2-20-40	Trailer-Decon With Showers 8x30	15	_____	_____
7038	2-20-41	Trailer-Decon Without Showers 8x30	45	_____	_____
7039	2-45-10	Trailer-Lowboy-9 ton	5	_____	_____
7040	2-45-20	Trailer-Lowboy-20 ton	9	_____	_____
7041	2-45-30	Trailer-Lowboy-30 ton	5	_____	_____
7042	2-45-50	Trailer-Lowboy-50 ton	8	_____	_____
7043	2-67-10	Trailer-Skid Unit Vacuum/1500 gal	8	_____	_____
7044	2-70-10	Trailer-Storage Approx. 20 ft.	12	_____	_____
7045	2-70-20	Trailer-Storage Approx. 40 ft.	23	_____	_____
7046	3-00-22	Heavy Equipment-Attachment Grappler Demolition, Hydraulic claw mounts on Excavator	6	_____	_____
7047	3-00-26	Heavy Equipment-Attachment Grappler Drum/Hydraulic	12	_____	_____
7048	3-00-35	Heavy Equipment-Attachment HoRam-Hydraulic	5	_____	_____
7049	3-01-10	Heavy Equipment Backhoe-CASE 580	38	_____	_____
7050	3-01-20	Heavy Equipment Backhoe-CAT 436/438/426	6	_____	_____
7051	3-01-30	Heavy Equipment			

		Backhoe-Extendahoe	6	_____	_____
7052	3-10-10	Heavy Equipment Bulldozer-CAT D3C	12	_____	_____
7053	3-10-40	Heavy Equipment Bulldozer-CAT D6H	6	_____	_____
7054	3-10-60	Heavy Equipment Bulldozer-CAT D8	6	_____	_____
7055	3-15-10	Heavy Equipment-Compactor CAT 815 (Sheepsfoot)	5	_____	_____
7056	3-15-15	Heavy Equipment-Compactor CAT-CS 323C Roller (Vibratory)	5	_____	_____
7057	3-15-20	Heavy Equipment-Compactor CAT-CS 433C Roller (Vibratory)	5	_____	_____
7058	3-15-30	Heavy Equipment-Compactor Sheepsfoot Attachment, Dozer tag-along	5	_____	_____
7059	3-27-10	Heavy Equipment Drum-Crusher, Hydraulic Single drum capacity	5	_____	_____
7060	3-30-33	Heavy Equipment-Excavator Gradall/Wheeled, Mid-sized Wheeled excavators	3	_____	_____
7061	3-30-40	Heavy Equipment-Excavator CAT 205LC/312	15	_____	_____
7062	3-30-55	Heavy Equipment-Excavator CAT 215C/315	45	_____	_____
7063	3-30-56	Heavy Equipment-Excavator CAT EL180/320L/ Long Reach	30	_____	_____
7064	3-30-65	Heavy Equipment-Excavator CAT 225B LC/320	30	_____	_____
7065	3-35-14	Heavy Equipment Forklift-Telescopic Rough terrain, minimum Lifting capacity of 5,000 pounds	5	_____	_____
7066	3-55-30	Heavy Equipment-Loader Track-CAT 943/			

		939-1.5 cyd	11	_____	_____
7067	3-55-40	Heavy Equipment-Loader Track-CAT 951/953/ 955-2cyd	45	_____	_____
7068	3-55-60	Heavy Equipment-Loader Track-CAT 973-3 cyd	15	_____	_____
7069	3-60-40	Heavy Equipment-Loader Wheel-CAT 936E/ 938-2.5 cyd	15	_____	_____
7070	3-60-50	Heavy Equipment-Loader Wheel-CAT 950E-3.5 cyd	23	_____	_____
7071	3-65-10	Heavy Equipment Scraper Self Loader, CAT 615 or equivalent	8	_____	_____
7072	3-65-20	Heavy Equipment-Scraper Non-self loading, requires Dozer assistance	12	_____	_____
7073	3-70-10	Heavy Equipment-Shears Boom attachment/small, LaBounty 110 or Equivalent	6	_____	_____
7074	3-70-12	Heavy Equipment-Shears Boom attachment/large, LaBounty 116 or Equivalent	6	_____	_____
7075	3-95-10	Heavy Equipment-Uni Loader with bucket, Bobcat 633 Or equivalent	15	_____	_____
7076	3-95-25	Heavy Equipment-Uni Loader Forks attachment	8	_____	_____
7077	3-95-35	Heavy Equipment-Uni Loader Barrel grapppler attachment	6	_____	_____
7078	4-06-35	Laboratory Analyzer Hazcat System w/o fume Hood	5	_____	_____
7079	4-49-20	Laboratory-Fume Hood-Vented	5	_____	_____
7080	5-05-51	Safety-PPE-Level B SCBA/Low Pres	45	_____	_____
7081	5-15-20	Safety-Radio-			

		Portable Base	6	_____	_____
7082	6-39-30	Treatment Pool 10,000 gallons	11	_____	_____
7083	6-39-45	Treatment Pool 20,000 gallons	11	_____	_____
7084	6-39-50	Treatment Pool 50,000 gallons	6	_____	_____
7085	7-01-10	Field Equipment- Air Blower Portable/300 CFM	5	_____	_____
7086	7-01-12	Field Equipment-Air Blower Portable/ 3000 CFM	5	_____	_____
7087	7-15-20	Field Equipment Boat-14/16 ft	8	_____	_____
7088	7-15-30	Field Equipment Boat-21 ft	12	_____	_____
7089	7-15-35	Field Equipment Boat-26-30 ft	8	_____	_____
7090	7-15-42	Field Equipment Boat Motor 10 to 50 HP	8	_____	_____
7091	7-15-43	Field Equipment Boat Motor > 50 HP	12	_____	_____
7092	7-15-45	Field Equipment Boat Motor > 100 HP	8	_____	_____
7093	7-21-10	Field Equipment Compressor/Air-185 CFM	6	_____	_____
7094	7-21-20	Field Equipment Compressor/Air>200 CFM	3	_____	_____
7095	7-23-20	Field Equipment Computer-Portable PC	15	_____	_____
7096	7-23-25	Field Equipment Computer CAD	6	_____	_____
7097	7-36-05	Field Equipment Diving Scuba	11	_____	_____
7098	7-36-10	Field Equipment Diving Hard Hat Shallow	11	_____	_____
7099	7-51-05	Field Equipment			

		Generator-5 KW	23	_____	_____
7100	7-51-40	Field Equipment Generator-50 KW	23	_____	_____
7101	7-51-55	Field Equipment Generator-150 KW	5	_____	_____
7102	7-51-60	Field Equipment Generator-350 KW	3	_____	_____
7103	7-67-10	Field Equipment Lighting Conventional Portable Light Stand Requiring a separate Electrical power Source	30	_____	_____
7104	7-67-20	Field Equipment Lighting-Explosion Proof, Portable Light Stand requiring A separate electrical Power source w/intrinsically Safe lighting for use in A potentially Combustible atmosphere	5	_____	_____
7105	7-67-30	Field Equipment Lighting-Light Plant Four (4) lights w/a Diesel generator	5	_____	_____
7106	7-73-32	Field Equipment Oil Skimmer w/o Power	5	_____	_____
7107	7-73-40	Field Equipment Oil Skimmer Heads	5	_____	_____
7108	7-85-10	Field Equipment Scales-Portable	5	_____	_____
7109	7-90-20	Field Equipment Steam Jenny, 3,000 psi	15	_____	_____
7110	7-96-04	Field Equipment-Water Laser LO-Pressure Single Wand, 2,500 psi	11	_____	_____
7111	7-96-08	Field Equipment-Water Laser MED-Pressure Single Wand 6,000 psi	5	_____	_____
7112	7-96-12	Field Equipment-Water Laser HI-Pressure Single Wand, 10,000 psi	5	_____	_____

7113	7-97-10	Field Equipment Welder-Unit	5	_____	_____
7114	8-01-20	Pump-Acid-2 inch	6	_____	_____
7115	8-12-20	Pump-Centrifugal-2 inch	15	_____	_____
7116	8-12-30	Pump-Centrifugal-3 inch	6	_____	_____
7617	8-12-40	Pump-Centrifugal-4 inch	6	_____	_____
7118	8-18-26	Pump-Double Diaphragm Teflon 2 inch	11	_____	_____
7119	8-18-36	Pump-Double Diaphragm Teflon 3 inch	5	_____	_____
7120	8-18-46	Pump-Double Diaphragm Teflon 4 inch	5	_____	_____
7121	8-54-10	Pump-Trash-2 inch	5	_____	_____
7122	8-54-15	Pump-Trash-3 inch	5	_____	_____
7123	8-54-20	Pump-Trash-4 inch	5	_____	_____
7124	9-05-05	Oil Boom-Harbor Overall height of 12" (Float and skirt) with a 6" Skirt (minimum)	90	_____	_____
7125	9-05-10	Oil Boom-Harbor Overall height of 24" (Float and skirt)with an 18" Skirt (minimum)	60	_____	_____
7126	9-15-05	Oil Skimmer-Drum	18	_____	_____
7127	9-15-10	Oil-Skimmer Rope	6	_____	_____
7128	9-15-20	Oil-Skimmer Oleophillic 20-30 gallons/minute	6	_____	_____
7129	9-15-35	Oil-Skimmer Weir/Suction 10-50 gallons/minute	6	_____	_____
7130	9-15-45	Oil-Skimmer Weir/Suction Skimpac 10-300 gallons/minute	6	_____	_____

OPTION Year III Rapid Response Equipment Subtotal
(Total of CLINS 7022 through 7130).....\$_____

OPTION Year III Rapid Response Labor and Equipment Subtotal.....\$_____

7131	0-00-01	Materials/Other Direct Costs/ Subcontracts			<u>\$4,360,000</u>
7132	0-00-02	G&A/Material Handling	_____ %		\$ _____

OPTION YEAR III Rapid Response Materials/ODCs/Subcontracts Subtotal +
G&A/Material Handling (Total of CLINS 7131 and 7132).....\$ _____

OPTION YEAR III Rapid Response Total*.....\$ _____
(*Labor Subtotal + Equipment Subtotal + Materials/ODCs/Subcontracts +
G&A/Material Handling Subtotals)

See the Section L provision entitled "INSTRUCTIONS FOR THE PREPARATION OF
PRICING PROPOSALS" for instructions.

B.10 FIXED RATES - SUMMARY

Base Period Total.....\$ _____

Option Year I Total.....\$ _____

Option Year II Total.....\$ _____

Option Year III Total.....\$ _____

Grand Total for NORMAL & RAPID RESPONSE\$ _____

(*Grand Total = Base Period Total + Option Year I Total + Option Year II Total
+ Option Year III Total.)

B.11 MINIMUM AND MAXIMUM AMOUNTS

The Government shall place orders totaling a minimum of \$500,000.00 for the
Base Period and each option year. The maximum ceiling amount of all orders
shall not exceed \$ TO BE COMPLETED AT TIME OF CONTRACT AWARD for the Base
Period. If the ceiling amount is exceeded, the contractor does so at his own
risk.

Maximum Ceiling Amount, Option Year I	\$ <u>TBD</u>
Maximum Ceiling Amount, Option Year II	\$ <u>TBD</u>
Maximum Ceiling Amount, Option Year III	\$ <u>TBD</u>

B.12 FIXED RATES FOR LABOR, EQUIPMENT AND OTHER ITEMS

(a) LABOR

(1) The fixed rates for labor, equipment, and other items specified in
the Section B clauses entitled FIXED RATES FOR SERVICES -- TIME AND MATERIALS
OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984), FIXED RATES - Base Period
(NORMAL RESPONSE), FIXED RATES - OPTION YEAR 1 (NORMAL RESPONSE), FIXED RATES
- OPTION YEAR 2 (NORMAL RESPONSE), FIXED RATES - OPTION YEAR 3 (NORMAL
RESPONSE), FIXED RATES - Base Period (2-12 HR. RAPID RESPONSE), FIXED RATES -
OPTION YEAR I (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR II (2-12
HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR III (2-12 HR. RAPID RESPONSE),
are inclusive of all expenses, including report preparation, salaries,
overhead, general and administrative expenses, all levels of personal
protection as outlined in Section C clause entitled PERSONAL PROTECTIVE
EQUIPMENT, subparagraph's (c), (d), (e), (f). Program Management shall not be
proposed as a separate line item.

(2) The straight time rates for exempt (i.e., salaried professional) employees shall be charged for the first 40 hours worked by an employee during any 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. EPA will not reimburse the Contractor after 40 hours of work in any 7-day calendar week, unless the employee is actually paid straight/overtime. Reimbursement is contingent upon the contractor having actually paid such straight time/overtime to employees.

(3) Straight time rates for non-exempt (i.e., non-professional, hourly wages) shall be charged for the first 40 hours worked by an employee during any 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. Overtime rates for non-exempt employees shall apply for work in excess of 40 hours per 7-day calendar week, unless otherwise required by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions. Reimbursement of allowable overtime is contingent upon the Contractor having actually paid such overtime to employees. Notwithstanding the terms and conditions of the Section G clause entitled PAYMENTS - FIXED-RATE SERVICES CONTRACT, all overtime work must be approved in advance, in writing, by the Contracting Officer (CO) or the Federal On-Scene Coordinator (FOSC).

(4)(a) Labor costs shall be computed by multiplying the appropriate hourly rate by the number of direct labor hours performed. Fractional parts of an hour will be payable on a prorated basis. The number of hours for which the EPA will reimburse the Contractor shall include only the time for employees (prime Contractor or subcontractor) whose services are applied to the performance of work specified in individual task orders issued under this contract. Time on site during break periods and lunch periods will be allowable only if required under the Davis-Bacon Act, site safety, Department of Labor, collective bargaining agreement(s), existing company payroll policy, or any other provisions approved in advance by the CO, FOSC, or other designated Federal official. The time of these periods shall be certified on EPA Form 1900-55, Contractor Daily Report.

(b) When the Contractor is authorized in advance to bill for break periods and/or lunch periods, the individual employees must be paid for break and/or lunch periods. If the employees are not paid for break and/or lunch periods, the Contractor will not be reimbursed for such time.

(5) When an individual employee's normally assigned category of labor is different from a category of labor that the employee is assigned to perform during any period of work at a specific site, the rate charged for that employee shall be based on the actual rate paid for the appropriate category of labor. For example, a Chemist, performing the duties of a Laborer, shall be charged at the fixed rate of a Laborer during the period of time that the employee is performing as a laborer, regardless of whether or not the Contractor is paying that employee as a Chemist. However, a Laborer, performing the duties of a Truck Driver, shall be charged at the fixed rate of a Truck Driver during the period of time that the employee is performing as a Truck Driver, provided that the employee is paid by the contractor at the rate of a Truck Driver. The employee must meet the qualifications set forth under this contract for the labor category being performed.

(6) In the event that ongoing on-site work is interrupted at any time

due to inclement weather, unsafe conditions, or some other conditions beyond either the control of the Contractor or the control of the Government, EPA will not reimburse the Contractor for any labor costs during such interruptions; unless the Contractor is obligated by labor law, collective bargaining agreement(s), existing company payroll policy, or any other provisions, to pay an employee during such interruptions.

(b) HOLIDAY TIME

(1) The Government recognizes the following federally observed holidays:

New Year's Day, January 1	Labor Day, 1st Monday in September
Martin Luther King Jr.'s Birthday, 3rd Monday in January	Columbus Day, 2nd Monday in October
President's Day, 3rd Monday in February	Veterans Day, November 11
Memorial Day, last Monday in May	Thanksgiving Day, 4th Thursday in November
Independence Day, July 4	Christmas Day, December 25

Holidays that fall on Saturday are observed on the previous Friday.
Holidays that fall on Sunday are observed on the following Monday.

(2) If the Contractor pays Contractor employees for any work conducted on any of the holidays listed above for work under this contract, the Government will reimburse the Contractor in accordance with the Contractor's existing payroll policy.

(c) TRAVEL

(1) When an employee with a classification subject to the Section I clauses entitled SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989), or "DAVIS-BACON ACT (FAR 52.222-6) (FEB 1995)", is required to travel in excess of fifty (50) miles one way from their residence or place of employment (whichever is less) to a site and return, and if such travel extends beyond their normal working hours, then the travel time shall be considered work time. Reimbursement will be made by the EPA at appropriate straight time rates, unless specified otherwise in the Contractor's written payroll policy or collective bargaining agreement(s). When the hours worked are in excess of forty (40) hours per week, then travel time is considered work time for which overtime shall be paid at the applicable overtime rate. However, notwithstanding the terms and conditions of the Section G clause entitled, PAYMENTS - FIXED RATE SERVICES CONTRACT, all overtime work must be approved in advance, in writing, by the CO or the FOSC. If an exempt (salaried professional) employee travels and such travel results in a workday in excess of a standard workday, the EPA will not reimburse the contractor after 40 hours of work in any seven day calendar week unless the employee is actually paid straight time/overtime. Reimbursement for travel time will not be made by EPA if the Contractor's employee(s) is/are not paid for travel time.

(2) For any employee, routine daily commuting time (less than 50 miles one-way) to and from the work site is not an allowable charge under the contract. The Contractor agrees to make every effort to utilize employees from the nearest possible location.

(3)(a) Except as explicitly set forth below, the Contractor shall be reimbursed for reasonable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the EPA conducting the same travel while on Government business. In determining the dollar value of allowable Contractor employee travel costs, the limitations of the Federal Travel Regulations (FTRs), effective on the date of travel, will apply to Contractor employees to the same extent that they apply to Federal Government employees. Accordingly, to the maximum extent practicable and consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for travel by bonafide employees of the Contractor, provided that the travel is otherwise reimbursable as a direct cost under this contract and when use of such rates results in the lowest overall cost. The Contractor shall submit requests, including the employee's name and position, for specific authorization to use these rates to the CO.

(b) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation (FAR) Subpart 31.205-46, Travel Costs. Reimbursement of travel expenses by the Government will be consistent with the FTRs, effective on the date of travel. Travel expenses may include General and Administrative expenses to the extent the Contractor's normal accounting practice is to charge on such a basis. In the event that the Contractor cannot negotiate a lodging rate at or below the FTR rate, the Contractor shall submit a request for payment of actual lodging costs to the Contracting Officer for approval prior to incurring any charges for lodging at the site.

(4)(a) Consistent with the expected duration of the site and to the maximum extent practicable, the Contractor shall ensure that lodging is secured on "other than a daily rate basis" so that the maximum quantity and term discounts are achieved.

(b) Further, on long-term sites, to the maximum extent practicable, the Contractor shall secure full service lodging suites inclusive of kitchen facilities. A long-term site is defined as an active site with a duration of more than sixty (60) days. When this is accomplished, subsistence will be adjusted by a percentage applied to the offeror's standard policy for reimbursement for meals and incidental expenses, as negotiated for individual task orders.

(c) Personnel subject to this limitation include alternate relief personnel mobilizing to an existing long-term site.

(5)(a) The CO, FOSC or other designated Federal official may decide not to have work performed during a weekend or holiday for the convenience of the site personnel. This is not considered a demobilization. On such weekends or holidays, contractor employees may travel to the company home/base but shall not be paid hourly rates for the travel. Travel costs may be reimbursed up to the amount of the per diem/lodging they would have incurred had they stayed at the site, but not over that amount.

(b) The CO, FOSC or other designated Federal official may authorize contractor employees to travel to the company/home base at Government expense once every three (3) weeks and reasonable travel costs will be reimbursed by the Government, even if they are higher than the per diem/lodging they would

have incurred had they stayed at the site. Per diem/lodging shall not be payable for those days away from the site. The contractor employee shall not be paid hourly rates for the travel.

(6) The Contractor's primary mobilization point for establishing reasonableness for costs associated with personnel travel is:

(TO BE COMPLETED BY OFFEROR AS PART OF ITS OFFER)

(7) (a) The Contractor agrees to make every effort to mobilize field personnel from the nearest available location to the site of the cleanup. In no event shall travel charges exceed the charge incurred when mobilizing employees from the Contractor's primary mobilization point.

(b) Actual labor costs incurred in support of mobilization and demobilization may be allowable direct costs under the contract consistent with the contractor's accounting system. Time permitting, the contractor shall receive advance written approval from the FOSC for these costs. An example of this type would be the labor time to pack or prepare the necessary equipment for the response.

(c) Contractor employee travel hours can be charged for an actual demobilization. A site demobilization will occur only for a technical reason, e.g., no field work can be carried out until disposal arrangements are finalized, excessive rain has made site conditions such that work cannot be performed, etc.

NOTE: If work is interrupted for a holiday or weekend, it is not a demobilization.

(8) In cases where the contractor's collective bargaining agreement (CBA) **(as disclosed to the Government at the time of award)** conflicts with provisions of this contract, the CBA shall take precedence over the contract provision. This provision only applies to the CBA in effect at the time of award. The applicability/effects of future CBAs on this contract shall be negotiated prior to the time such agreements become effective. The contractor shall identify to the FOSC, which of those employees on site are covered by the CBA.

(9) Once employees are working on site, the Contractor may elect to make personnel substitutions. However, the EPA will not pay any associated travel charges for any such substitution unless written approval is obtained in advance from the FOSC. On occasions where an employee takes sick or vacation leave from an EPA site, the Government will not pay any travel costs associated with the departing employee or for the employee designated as his replacement.

(10) Nothing in this clause shall authorize transportation, lodging or accommodations, or related services which are not otherwise reimbursable under this contract. Nothing in this clause requires vendors to make available to the Contractor city-pair contract fares, other Government discount air fares, or special hotel/motel rates.

(d) EQUIPMENT

(1) Equipment rates constitute rental charges to the Government for use

of items of equipment. The daily rates in Section B clauses, FIXED RATES FOR SERVICES -- TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984), FIXED RATES - Base Period (NORMAL RESPONSE), FIXED RATES - OPTION YEAR I (NORMAL RESPONSE), FIXED RATES - OPTION YEAR II (NORMAL RESPONSE), FIXED RATES - OPTION YEAR III (NORMAL RESPONSE), FIXED RATES - Base Period (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR I (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR II (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR III (2-12 HR. RAPID RESPONSE), are allowable charges for each calendar day or part thereof, that a piece of equipment, which has been ordered by the FOSC, is mobilized to the site, on-site, and demobilized. A calendar day begins at 0000 hours and ends at twenty-four hundred (2400) hours (military time). Equipment rates are not allowable charges during weekends and holiday periods when there is no cleanup activity scheduled on site. Such rates are exclusive of costs for operators and fuel, unless otherwise specified. All equipment must be provided in good working condition, and any routine maintenance or repairs necessitated by equipment breakdown or failure shall be accomplished in a timely manner and at the contractor's expense. Repairs and maintenance performed on or off site by fixed rate labor personnel shall be excluded from the labor charged during such occurrences. "Down time" associated with repairs or maintenance shall be at no charge to the EPA. No extra charges for normal operation of equipment items other than those specified in Section B clauses are allowable, FIXED RATES FOR SERVICES -- TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984), FIXED RATES - Base Period (NORMAL RESPONSE), FIXED RATES - OPTION YEAR I (NORMAL RESPONSE), FIXED RATES - OPTION YEAR II (NORMAL RESPONSE), FIXED RATES - OPTION YEAR III (NORMAL RESPONSE), FIXED RATES - Base Period (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR I (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR II (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR III (2-12 HR. RAPID RESPONSE).

(2) The daily rate for equipment shall not be an allowable charge to the contract when the equipment is not available for use. Examples of "not available for use" are scheduled maintenance, breakdowns, and repairs and time lost awaiting shipment for the convenience of the Contractor. The Contractor shall prorate the daily charges so that the Government is not charged for equipment downtime. For each hour that equipment is in downtime, the daily rate shall be reduced by 1/10th. All equipment usage must be approved in advance by the FOSC.

(3) The contractor's primary equipment inventory point is **(TO BE COMPLETED BY OFFEROR AS PART OF ITS OFFER.)** Once provided, the Contractor may elect to substitute identical equipment types for what is already on-site, at no additional cost to the Government.

(4) When the Contractor elects to remove an item of equipment from the site during the period of the task order, such removal shall be permitted, subject to the consent of the FOSC, provided that the equipment is returned to the site for use when required by the FOSC. No equipment charges shall be incurred by the Government for that site during the period when the equipment is being removed from the site, during the period that the equipment is off-site, or during the period when the equipment is being returned to the site.

(5) After being informed by the FOSC that the equipment is no longer needed at the site, the contractor shall immediately arrange for demobilization. Demobilization charges shall be reasonable (based on the location of the site to the Contractor's mobilization point) and shall not exceed 48-hours depending on the geographic location.

(6) The Contractor shall coordinate with the FOSC to utilize equipment resources in the most cost effective manner. Due consideration shall be given to the known requirements of the removal action in order to reduce equipment idle-time.

(7) The Contractor will only be reimbursed for the equipment item that meets the EPA's minimum needs. For example, if the EPA requires a two-wheel drive pickup truck, and the Contractor provides a four-wheel drive pickup truck, the Contractor will only be reimbursed at the fixed rate for a two-wheel drive pickup truck. For RCMS purposes, the Contractor will enter the hours utilized for the equipment item under the RCMS Number for a two-wheel drive pickup truck.

(8) Where items of equipment are shared at concurrent or consecutive removal actions between two or more sites on the same day, the Contractor shall prorate the daily rates based upon the percentage of usage at the individual sites. For purposes of this clause, concurrent and subsequent removal actions sites are defined as sites within a 100-mile radius of the original site.

(e) MOBILIZATION AND DEMOBILIZATION

(1) The Contractor shall reference paragraph (d)(1) above regarding equipment charges for mobilization and demobilization. For the purposes of this contract, mobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, leaves the Contractor's primary mobilization point. Demobilization is defined as the point in time when the piece of equipment, which has been ordered by the Government, is returned to the Contractor's primary mobilization point. The mobilization and demobilization charges shall be reasonable (based on the location of the site to the Contractor's mobilization point) and shall not exceed 48-hours depending on the geographic location.

(2) The Contractor's primary mobilization point for equipment is:
(TO BE COMPLETED BY THE OFFEROR AS PART OF ITS OFFER)

(3) The Contractor agrees to make every effort to mobilize equipment from the nearest available location to the site of the cleanup. However, in no event shall the charge for mobilization exceed the charge that would be incurred if the equipment was mobilized from the Contractor's primary mobilization point. Once mobilized, the Contractor may elect to substitute identical equipment types for what is already on site. However, EPA will not pay any associated mobilization charges for any such items.

(f) STANDBY

No standby rates are authorized under this contract. The EPA will not order equipment to be on-site or off-site, in a standby status.

(g) MATERIALS, OTHER DIRECT COSTS, AND SUBCONTRACTS

(1) Materials, other direct costs, and subcontracts determined to be payable under a task order issued under this contract shall be treated in accordance with Section G clause entitled, PAYMENTS - FIXED-RATE SERVICES CONTRACT. In the event that a purchase of consumable items is drop-shipped to a site (in lieu of providing from the Contractor's inventory), reimbursement

will be made for the entire drop-shipment. If any of the items contained in the drop-shipment are not used on site, the Contractor shall prorate the shipment on a per unit basis and issue a credit to the task order.

(2) Low capital value, non-consumable items (i.e., items valued at \$1,000.00 or less) **will not** be allowable as separate direct costs to the contract. They are considered to be included in the fixed rates for labor, equipment, and other items identified in Section B clauses, FIXED RATES FOR SERVICES -- TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984), FIXED RATES - Base Period (NORMAL RESPONSE), FIXED RATES - OPTION YEAR I (NORMAL RESPONSE), FIXED RATES - OPTION YEAR II (NORMAL RESPONSE), FIXED RATES - OPTION YEAR III (NORMAL RESPONSE), FIXED RATES - Base Period (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR I (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR II (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR III (2-12 HR. RAPID RESPONSE), or included in the Contractor's allowable indirect costs in accordance with the Contractor's usual accounting practices. The CO will make the final determination as to whether or not an item is a low capital value, non-consumable item.

(3) **The contractor shall not direct charge expendables or other items that are normally part of their inventory or are included in their indirect cost structure in accordance with the contractor's accounting system.**

(4) **The following list of items shall be included in the contractor's inventory.** For any individual Task Order which is of unusual magnitude or

circumstances, the contractor may request the Contracting Officer to approve direct reimbursement of a specific item for that Task Order only.

The Government considers the following to be examples of items that should be included in the contractor's inventory, **these items are not allowable as a direct charge to the contract or task order:**

- Air Purifying Respirator
- Hard Hat, Safety Glasses, Ear Plugs
- Oil, Grease, Filters, etc. necessary for operation of equipment
- Maintenance/Service Vehicle or Trailer
- Hand Tools (hammers, wrenches, levels, etc., including non-sparking; Drum/Barrel Cart, Pallet Jack, Wheel Barrow)
- Sampling Tools (stainless steel pails, pans, trowels, drum thieves, calawasi tubes, etc.)
- Sampling Supplies (bottles, jars, preservatives, labels, chain-of-custody forms/labels, decontamination agents, etc.)
- Field tools (shovels, brooms, axes, spades, etc.)
- Field Chemistry Supplies (pH and other indicator papers, test tubes, vials, flasks, cotton swabs, propane torches, etc.)
- Emergency Egress System
- Drum/Barrel Punch for sampling and/or emptying drums
- Welding Stand, including torch, protective gear, and supplies
- Cutting Torch and protective gear
- Portable Eye Wash
- Saws; Hand or Electrical (chain, cut, band, circular, etc.)
- Detergents (laundry soap, shampoo, personnel or equipment decontamination detergent, etc.)
- Metal Detector
- pH Meter, Conductivity Meter, ORP Meter, Thermometer

- Combustible Gas Indicator
- Oxygen Meter
- Organic Vapor Analyzer
- Trash Can, Trash bags
- Vacuum Cleaner
- Safety, Pump, for Colormetric Tubes
- Safety, Meter, Monitor, Explosion
- Safety, Meter, Monitor, Expl/Oxygen
- Safety, Meter, Monitor, HNu (PID)
- Safety, Meter, Monitor, OVA, (FID)
- Safety, Meter, Monitor, IRD
- Safety, Meter, Monitor, Oxygen
- Safety, Meter, Monitor, Radiation
- Safety, Meter, Mon, Aerosol (specify)
- Safety, Meter, Monitor, Cyanide
- Safety, Meter, Monitor, H2S
- Safety, Meter, Monitor, Merc Vapor
- Safety, Compressor, Breathing Air
- Safety, Sampler, Air/Personnel Pump
- Field Personnel Decontamination Station
- Hand Held Radio
- Telephone, plain paper facsimile machine, including telephone cord/jacks
- Computer, Printer with double-sided copy and paper feed, Modem
- Photocopy Machine
- Batteries, Flashlight,
- Ice, Drinking Water Cooler/Ice Chest and Electrolytic Fluid
- Replacements for Workers
- Tape (duct, strapping, electrical, warning, hazardous, etc.)
- Hoses, including suction/discharge hoses for pumps
- Hose Nozzle or Head, Sprinklers
- Chairs, Tables, Desks or other Furniture
- Extension Cords
- Office supplies (pens, pencils, grease, glass jar markers, drum markers, all other markers, paper, calculators, paper clips, staplers, office tape, staple removals, stickers, labels, folders, notebooks, etc ...)
- Spray paint, survey stakes and other markers, etc.

Personal Protective Items as follow:

- Coveralls and Gloves (excluding chemical resistant)
- Chemical Resistant Steel Toe and Shank Boots and disposable booties
- Long Cotton or other Underwear
- Fully Encapsulating Chemical Resistant Suit
- Level A Suit
- Escape Mask
- Face Shield for Hard Hat
- Nose Cup
- Cooling Equipment for Protective Clothing
- Examination gloves (latex, nitrile, inner gloves, etc.)
- Reflective Safety Vest

B.13 ESTABLISHING FIXED RATES FOR LABOR, EQUIPMENT, AND OTHER ITEMS

From time to time, additional items (non-prepriced) may be added to

Section B clauses, FIXED RATES - Base Period (NORMAL RESPONSE), FIXED RATES - OPTION YEAR I (NORMAL RESPONSE), FIXED RATES - OPTION YEAR II (NORMAL RESPONSE), FIXED RATES - OPTION YEAR III (NORMAL RESPONSE), FIXED RATES - Base Period (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR I (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR II (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR III (2-12 HR. RAPID RESPONSE)). Non-consumable equipment with low capital value (less than \$1,000.00) shall be included in the fixed rates for labor and equipment (see Clause B.8, Subparagraph (g)(2)). Fixed rates for items not excluded by this restriction shall be negotiated and mutually agreed to between the CO and the Contractor. If the Contractor provides a labor category or an equipment item for which a fixed rate has not been established, whether or not it is provided from the Contractor's own resources (i.e., their employees or owned or long-term leased equipment), or through a third-party subcontract or short-term lease/rental agreement, the Contractor shall furnish the CO with a written request identifying the item and the proposed rate prior to its utilization. The Contractor shall include supporting documentation containing recent market research data (a minimum of three (3) quotes) or cost and pricing data supporting the proposed rate. The supporting documentation shall be submitted in a format that is acceptable to the CO. Reimbursement shall be subject to the following conditions:

(a) Rates for labor and/or equipment may be negotiated by the FOSC on a site by site basis, provided that the total estimated cost of the labor and/or equipment items being negotiated for the site does not exceed \$25,000.00. Rates for labor and/or equipment that have been negotiated by the FOSC will not be applicable to the task order without subsequent approval by the CO and incorporation into the contract and/or task order via modification. When the estimated total cost of the labor and/or equipment item being negotiated for the site exceeds \$25,000.00, the rates will be negotiated by the CO and incorporated into the contract and/or task order via modification on a site by site basis. The labor and equipment rates shall be fully loaded rates including direct costs, indirect costs, and profit. The Contractor shall submit a proposed fixed rate to the CO, accompanied by written documentation, within five (5) calendar days for CO approval. A copy shall also be provided to the FOSC. For equipment, documentation shall include, but is not limited to, the Contractor's company-wide equipment usage log and/or a minimum of three competitive quotes/bids, as deemed acceptable by the CO. All additional labor/equipment rates to be incorporated into the contract via modification on a contract wide basis will be negotiated by the CO. To the maximum extent feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package.

(b) Rates may be conditionally negotiated and accepted for a specific task order by the FOSC, regardless of the total estimated cost of the labor and/or equipment item for the site, in the event that the CO is not available (i.e., after normal duty hours, weekends, and holidays). The Contractor shall submit a proposed fixed rate to the CO, accompanied by written documentation, within five (5) calendar days for CO approval. A copy shall also be provided to the FOSC. At a minimum, the Contractor shall provide the following equipment documentation which must be deemed acceptable by the CO: the Contractor's company-wide equipment usage log and/or a minimum of three competitive quotes/bids. To the maximum extent feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package.

(c) A final fixed rate is subject to the approval of the CO and will be

incorporated into the contract and/or task order by issuance of a modification. To the maximum extent feasible, the Government will attempt to definitize these rates within 90 calendar days from receipt of an acceptable package. If the final fixed rate is different from the FOSC assigned rate and the Contractor has already billed for this item, the Contractor shall make the appropriate adjustment on his next invoice for the task order.

B.14 USE OF GALLEY TRAILERS

Approval for the use of galley trailers must be obtained in advance from the CO. The costs associated with the use of a galley trailer shall be considered in determining the allowable per diem and other travel costs in accordance with FAR 31.205-46, Travel Costs.

B.15 OBLIGATION OF FUNDS FOR MINIMUM AMOUNT

Concurrent with award of this contract, funds in the amount of \$500,000.00 per contract will be obligated on one or more task orders to provide for the minimum amount guaranteed under this contract in accordance with the Section B clause entitled "MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140)".

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1, Statement of Work.

The Contractor shall perform work under this contract only as directed in Task Orders issued by the individuals authorized in Clause G.1.

C.3 PERSONAL PROTECTIVE EQUIPMENT

(a) Personal Protective Equipment requirements are determined by the NIOSH/OSHA/USCG/EPA Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities issued in October 1985. These guidance documents, or their updated versions, will be the final determination for personal protection guidance in this contract. All equipment associated with a particular level of protection, or modified level of protection, is to be supplied by the contractor for each site. Details of the appropriate level of protection will be covered in the site safety plan as specified the Section F clause entitled "REPORTS OF WORK (EPAAR 1552.210-70) ALTERNATE I."

(b) In an explosive atmosphere, intrinsically safe equipment is a requirement. Optional equipment must be available, depending upon site exigencies.

(c) LEVEL A

Pressure-demand, self contained breathing apparatus (MSHA/NIOSH approved)
Fully encapsulating chemical-resistant suit
Coveralls*
Underwear, long cotton underwear*
Gloves (outer), chemical-resistant
Gloves (inner), chemical-resistant
Boots, chemical-resistant, steel toe and shank. (Depending on suit boot, worn over or under suit boot)
Hard hat* (under suit)
Disposable protective suit, glove, and boots* (Worn over fully encapsulating suit)
2-way radio communications (intrinsically safe)
Cooling Garment

(d) LEVEL B

Pressure-demand, self-contained breathing apparatus (MSHA/NIOSH approved)
Chemical-resistant clothing (coveralls and long sleeve jacket; coveralls; hooded, one or two-piece chemical-splash suit; disposable chemical-resistant coveralls)
Coveralls*
Gloves (outer) chemical-resistant
Gloves (inner) chemical-resistant
Boots (outer) chemical-resistant, steel toe and shank

Boots (outer) chemical-resistant (disposable)*
 Hard hat (face shield*)
 2-way radio communication (intrinsically safe)

(e) LEVEL C

Full-face, air purifying respirator (MSHA/NIOSH) approved)
 Chemical-resistant clothing (one piece coverall; hooded, two piece
 chemical splash suit; chemical-resistant hood and apron;
 disposable chemical-resistant coveralls)
 Coveralls*
 Gloves (outer) chemical-resistant
 Gloves (inner) chemical-resistant
 Boots, steel toe and shank, chemical-resistant
 Boots (outer) chemical-resistant (disposable)*
 Hard hat (face shield*)
 Escape mask*
 2-way radio communications (intrinsically safe)

(f) LEVEL D

Coveralls
 Gloves
 Boots/shoes, safety or chemical-resistant steel toe and shank
 Boots (outer) chemical-resistant disposables*
 Safety glasses or chemical splash goggles*
 Hard hat (face shield)*
 Escape mask*

NOTE: *Optional at the discretion of the FOSC

C.4 MATERIALS

(a) The Contractor shall provide all materials ordered by the FOSC. The following is a partial list of materials that represents the types of materials that may be required on-site:

_____ (b) MATERIALS

Containers

Drums (55-gal)
 Overpacks (85-gal)
 Storage tanks
 Plastic bags
 Waste boxes
 Tank patch kits

Sorbents/Solidifiers

Sorbent pads, booms
 Containment booms & anchors
 Absorbent filters
 Kiln dust, Portland cement, flyash
 Corncobs, rice hulls, sawdust
 Sandbags

Building Materials

Lumber
 Cement/concrete
 Fencing materials
 Tools

Bulk Chemicals

Neutralizing acids/bases
 Soda ash
 Lime/calcium carbonate
 Activated carbon

Hardware
Welding supplies

Hydrogen peroxide
Sodium Hypochlorite

Fill Material

Sand, gravel, crushed rock
Clay
Topsoil
Landscaping materials

Safety Gear

Spare SCBA tanks/compr. air
Respirator cartridges (R-57)
Stress drinks
First aid supplies/emerg. oxygen
Disinfectants for equipment

Sampling Supplies

VOA bottlers
Sample jars, 8-oz.
Wide mouth pint jar w/Teflon
lid liners
½ gal. amber jugs
Glass tubes, 16mm, 4 ft.
Cubitainers (plastic sample
containers, var. sizes)
Vermiculite
1-gal. paint can w/lid
DOT labels
Sample gloves
Stainless steel spoons
Split spoons
Sample preservatives
DOT sample containers

Decontamination Materials

Wash pails/buckets
Soap, shampoo
Paper towels
Brushes
Hoses
Alconox, TSP

Other Materials

Duct tape
Carts/pallets
Film & developing
Caution tape
Office supplies
Pumps/hand pumps
Reinforced hoses
Fuel (gasoline, kerosene,
diesel, propane, etc.)
Visqueen, pool liners
Oil, grease, silicone
Oil spill sorbent booms
Oil spill sorbent pads

C.5 INCORPORATION OF CONTRACTOR'S OFFER

The Contractor's offer, which includes Standard Form 33; Section B, Supplies or Services and Prices/Costs; and the Contractor's Business Proposal Plans and Business Proposal Technical, in accordance with Section L, clause "Instructions for Preparation of Proposals", will be incorporated by reference and made a part of the contract at the time of award. In the event of any inconsistency between the provisions of this contract and the Contractor's offer, the contract provisions take precedence.

C.6 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or

automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

**C.7 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
(EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING**D.1 SHIPMENT AND MARKING (EP 52.247-100) (APR 1984)**

(a) At the request of the Contracting Officer or as directed elsewhere in this contract or in individual task orders issued under this contract, the contractor shall submit deliverables on 3.5" microcomputer floppy disks or CD ROM. The floppy disks/CDs shall be packaged in accordance with standard commercial practice for ADP software. The disks/CDs shall be IBM compatible, high density, double-sided, and shall be labeled to indicate:

- (1) Name of deliverable;
- (2) Contract Name;
- (3) Contract Number;
- (4) Date written; and
- (5) Indication of draft or final version.

(b) For each deliverable, data shall be segregated by category and submitted on the diskettes/CDs using the following categories:

<u>DATA CATEGORY</u>	<u>ASCII CONVERTED TO AN ORIGINAL IN</u>
(1) Narratives	WordPerfect 9
(2) Spreadsheets	Lotus 1-2-3 '95, or Excel 2000
(3) Data Bases	ASCII Delimited Text
(4) PC to PC Communications	CrossTalk

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	JAN 1986	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the FOSC is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at the Work Site.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) ALTERNATE I (OCT 2000)

(a) The Contractor shall prepare and deliver the below listed reports, including plans, evaluations, studies, analyses and manuals to the designated addressees. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005 with an expiration date of February 28, 2003. Required reports are:

(b) MANDATORY REPORTS

(1) **Contractor Daily Cost Report (EPA Form 1900-55)**

- (a) Type: Final
- (b) Title: Contractor's Daily Cost Report (EPA Form 1900-55) (Attachment 3)
- (c) Content Requirements:
 - (1) Estimated or actual daily usage and cost information on personnel, equipment, materials, sample analysis, transportation, disposal, subcontract charges, travel and subsistence, and miscellaneous and other direct costs. The Daily Contractor Cost Report, EPA Form 1900-55, shall be generated using the EPA developed RCMS. The software will be provided at time of award and the data set forth in this paragraph. If electronic power and/or a computer are not available, the contractor shall submit handwritten Daily Cost Reports (EPA Form 1900-55) in coordination with the

FOSC. All handwritten Daily Cost Reports must be entered into RCMS within three working days. After completion of the draft EPA Form 1900-55, it shall be reviewed by the contractor and the FOSC, then finalized and signed by the Response Manager and the FOSC.

(2) All estimated costs sometimes referred to as "await bills" or "pending costs" shall be finalized by the contractor within 90 days.

(3) Within 90 days of the completion of site work, the contractor shall:

- (a) have entered into RCMS all costs incurred, but not previously recorded into RCMS. "Reconciliation" 1900-55s for these costs will be generated, reviewed and verified in accordance with procedures for daily 1900-55s.
- (b) submit a "reconciliation" invoice for these "reconciliation" 1900-55s, as well as costs recorded in RCMS, but not previously invoiced. The "reconciliation" invoice will be generated, reviewed and approved in accordance with procedures for monthly invoices.
- (c) notify the CO in writing that all costs claimed for this DO have been recorded in RCMS and invoiced.
- (d) Distribution:
 - (1) FOSC - original signed document and copies of supporting documentation.
 - (2) Contracting Officer (CO) (submitted with the invoice)
 - (3) Project Officer (PO) (submitted with the invoice)
- (e) Delivery Schedule: On site - The contractor shall provide a copy to the FOSC at end of each work day, or no later than noon the following day. The contractor may submit a monthly 1900-55 to capture await bills being finalized after demobilization from the site within 90 days.
- (f) Number of days Government has to review/approve: FOSC reviews and signs 1900-55s daily, while on site. When off site, the FOSC will review/approve 1900-55s within 15 calendar days of receipt.

(2) **CERCLA Off-Site Disposal Report**

- (a) Type: Final
- (b) Title: CERCLA Off-Site Disposal Report
- (c) Content requirements: Per the following format
- (d) Distribution:
 - (1) PO
 - (2) FOSC
- (e) Delivery Schedule: Report to be completed by cleanup contractor and received by PO/FOSC within 10 days after disposal has been completed at each site.

CERCLA OFF-SITE DISPOSAL REPORT

Information Required for CERCLA Off-site Waste Management Activities

1. Superfund site name/State/CERCLIS SSID number:
2. Type of action (Check two)

<input type="checkbox"/> Removal <input type="checkbox"/> Remedial	<input type="checkbox"/> Fund-financed <input type="checkbox"/> PRP-financed
---	---
3. Type (check one) and form (check one) of waste; if more than one type, attach separate sheets for this and remaining questions for each type:

Type: <input type="checkbox"/> solvents <input type="checkbox"/> dioxins/furans <input type="checkbox"/> cyanides <input type="checkbox"/> heavy metals <input type="checkbox"/> (specify metals) _____ <input type="checkbox"/> acids <input type="checkbox"/> PCBs <input type="checkbox"/> halogenated organics <input type="checkbox"/> other RCRA-listed hazardous wastes (specify) _____ <input type="checkbox"/> non-hazardous or de-listed wastes	Form: <input type="checkbox"/> wastewater <input type="checkbox"/> liquid waste <input type="checkbox"/> organic sludge <input type="checkbox"/> (> 1% total solids) <input type="checkbox"/> inorganic sludge <input type="checkbox"/> (<1% total org. carbon) <input type="checkbox"/> contaminated soil <input type="checkbox"/> and debris <input type="checkbox"/> solid or solidified <input type="checkbox"/> waste (specify) _____
---	--
4. Quantity of waste:

<input type="checkbox"/> cubic yard (CY) <input type="checkbox"/> gallons (gal) <input type="checkbox"/> drums	<input type="checkbox"/> tons/lbs <input type="checkbox"/> lab packs
--	---
5. Range, average, and/or representative concentrations of the contaminants of concern: _____
6. Pre-treatment of waste before transportation:

<input type="checkbox"/> precipitation	<input type="checkbox"/> neutralization
--	---

- ☐ solidification ☐ fixation
☐ stabilization ☐ other ()
7. Receiving RCRA facility name/location/I.D number/units:

8. Receiving Region _____
9. Receiving Region Off-site Contact (RROC):
 Name _____ Date _____
10. Date(s) of Shipments _____
 Date disposal is completed/facility signs manifest for receipt of
 final shipment) _____
11. Pre-treatment of waste at site before final treatment or
 disposal:
 ☐ precipitation ☐ neutralization
 ☐ solidification ☐ fixation
 ☐ stabilization ☐ other ()
12. Final method of treatment or disposal/unit receiving:
 ☐ precipitation ☐ neutralization
 ☐ incineration ☐ landfill
 ☐ land treatment ☐ injection
 ☐ recovery/re-use ☐ other ()
13. If waste was landfilled:
 - What disposal cell number or location? _____
 - Type of liner in cell? (e.g. PVC, clay, hypalon) _____
14. Cost of activities:
 _____ treatment/disposal cost per unit _____;
 _____ total cost based on treatment/disposal only
 (no transportation cost);
 _____ transportation cost per unit _____;
 _____ total cost for transportation only.

(3) **Contractor's Final Site Report**

- (a) Type: Final
- (b) Title: Contractor's Final Report
- (c) Content Requirements: This report shall detail all task order costs, and list labor, equipment, materials, subcontractors, and other items or services delivered. This report shall describe response approaches used, any problems

encountered and solutions used.

(d) Distribution:

FINAL

- (1) PO
- (2) FOSC
- (3) CO

(e) Delivery Schedule: Within thirty (30) days after the conclusion of the on-site work.

(f) Number of days Government has to review/approve: N/A

(4) **Year-end Report**

(a) Type: Final

(b) Title: Year-end Report

(c) Contract requirements: Narrative and cost summary of the activities performed and planned for completion under the contract during the twelve (12) month period being reported. The report shall include an assessment of the overall contract program, recommendations for improving the effectiveness of the program, and a summary of all removal actions taken, including technical and financial information.

(d) Distribution:

- (1) PO
- (2) CO

(e) Delivery schedule: Within thirty (30) calendar days following the end of each contract year.

(5) **Site Safety Plan**

(a) Type: Final

(b) Title: Site Safety Plan

(c) Content Requirements: Conforms with 29 CFR 1910.120 and addresses, but is not limited to, three major areas: (1) the site itself, include any geographic hazards which may exist; (2) the materials/chemicals involved, including the nature of each (i.e., explosive), exposure, recommendation for level of safety equipment to be used at site as well as personal protection; and (3) all emergency services available locally, such as fire department, ambulance and hospitals, with telephone numbers for each.

(d) Distribution: FOSC

- (e) Delivery Schedule: Report to be received prior to commencing cleanup action for a particular site.

(6) **Quarterly Quality Assurance Data Report**

- (a) Type: Final
- (b) Title: Quality Assurance Data Report
- (c) Content Requirements: A copy of all analytical data generated for sample analysis subcontracts. All reports shall be consistent and compatible in format with EPA's Office of Emergency and Remedial Response quality assurance procedures. The report shall include Non-Contract Laboratory Program (CLP) Superfund Analytical Tracking Forms as backup information for this report.
- (d) Distribution:
 - (1) PO
 - (2) QA Officer
- (e) Delivery Schedule: On or before the 15th day following the three month quarter being reported on.

(7) **Site Specific Sampling Plan**

- (a) Type: Final
- (b) Title: Site Specific Sampling Plan
- (c) Content Requirements: Site Description, Location of Sample collection (maps), climatic limits on sampling, if any, number of samples collected for each matrix (i.e., soil, drums, water, etc) number and size of containers, number of Quality Control (QC) samples (i.e, blanks, duplicates, etc) collected for each matrix, field and laboratory analytical methods used for analysis, acceptable level for data decision , contact person in charge (for PRP projects), signature page with signatures (i.e., FOSC, PRP, contractor's QA staff overseeing sampling, on-site lab QA, off-site QA, as applicable).
- (d) Distribution:
 - (1) FOSC
 - (2) QA Officer
- (e) Delivery Schedule: As required by FOSC

(8) **Site Specific Work Plan**

- (a) Type: Final
- (b) Type: Site Specific Work Plan

- (c) Content requirements: Written work plan to be completed after initial on-scene survey. This work plan shall define the types and quantities of clean-up personnel, equipment and materials needed, proposed project schedule by subtask, and the estimated cost.
- (d) Distribution:
 - (1) CO
 - (2) PO
 - (3) FOSC
- (e) Delivery Schedule: No later than ten (10) days after mobilization, if required by the task order.
- (f) Number of days Government has to review/approve: 10 days.

(c) SITE SPECIFIC AND SPECIAL REPORTS. The Contractor shall submit the following reports at the request of the EPA FOSC or other designated official.

(1) **Daily Work Report**

- (a) Type: Final
- (b) Title: Work Report (work to be performed and work accomplished)
- (c) Content Requirements: Written work report in advance of each day's activities specifying work to be performed and the number and types of personnel, equipment, and materials to be used, and any other activities to be performed. This report also documents work accomplished.
- (d) Distribution:
 - (1) FOSC on-site
- (e) Delivery Schedule: In advance of commencing each phase of work.

(2) **Site Progress Report**

- (a) Type: Final
- (b) Title: Site Progress Report
- (c) Content: Summary, indicating amount of material treated or removed from a site, transportation and disposal methods used, analytical data, and estimated or actual costs to date.
- (d) Distribution:
 - (1) FOSC on-site
- (e) Delivery Schedule: Daily, weekly or bi-weekly progress

reports as specified by the FOSC.

(3) **Special Reports**

- (a) Type: To be determined
- (b) Title: To be determined.
- (c) Content Requirements: To be determined.
- (d) Distribution: To be determined.
- (e) Delivery Schedule: To be determined.

F.3 MONTHLY PROGRESS REPORT - TIME AND MATERIALS OR LABOR HOUR CONTRACT

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the work ordered and completed during the reporting period, and a description of the work accomplished to support the cost. Since work is ordered using task orders, include the estimated percentage of task completed during the reporting period for each task order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding task order, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the task order level as follows:

- (1) Task order number, date, and title.
- (2) EPA Client Organization.
- (3) Period of performance, including any explanations for any extensions that may be needed.
- (4) For the cumulative period, display the amount claimed.
- (5) For the cumulative period and the cumulative contract life display: the amount obligated, a listing of all invoices submitted including invoice number, dated submitted, period of invoice, total amount of invoice, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less total amounts originally invoiced, plus the total amount disallowed.
- (6) Labor hours.

(a) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(b) For the current reporting period, display the expended direct labor hours by labor hour category for the prime contractor and each subcontractor /or joint venture partner.

(c) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours by labor hour category for the prime contractor, and each subcontractor and/or joint venture partner.

(d) Display the estimated labor hours to be expended during the next reporting period.

(e) Display the current estimates of remaining labor hours required to complete the task order.

(7) Equipment Usage:

(a) A list of equipment items and the number of days used for the reporting period.

(b) For the current reporting period, display the expended daily equipment usage by equipment category for the prime contractor and each subcontractor and/or joint venture partner.

(c) For the cumulative contract period and the cumulative life display: the negotiated, expended, and remaining daily equipment used by equipment category for the prime contractor and each subcontractor and/or joint venture partner.

(d) Display the estimated daily equipment usage to be expended during the next reporting period.

(e) Display the estimates of remaining daily equipment usage required to complete the task order.

(8) Unbilled allowable costs. Display the total costs for materials/other direct costs/subcontracts that have been incurred but unbilled for the current reporting period and cumulative for each task order.

(9) A list of deliverables for each task order during the reporting period.

(e) This submission does not change the notification requirements of the Section G clause entitled "PAYMENTS-FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)," which requires a separate written notice to the Contracting Officer for each Task Order.

(f) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See the Section G clause entitled "SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION" for details on the timing of submittals. Distribute reports as follows:

No. of copies

Addresses

1

Project Officer

F.4 WORKING FILES

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.5 USE OF RECOVERED MATERIALS IN PAPER AND PAPER PRODUCTS (EP 210-150) (JUN 1991)

(a) If the Contractor is required under this contract to deliver any of the paper and paper products listed below, all such items delivered shall meet the minimum content standards for recovered materials, postconsumer recovered materials, or waste paper set forth below in paragraph (b).

(1) Recovered materials are defined as waste material and by- products that have been recovered or diverted from solid waste, not including those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(2) Postconsumer recovered materials are defined as waste materials recovered from retail stores, office buildings, homes, and so forth after they passed through their end usage as a consumer item.

(3) Waste paper is defined as all items from the first two categories above in addition to forest residues, and manufacturing and other wastes.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall use "High Grade Bleached Printing and Writing Papers" as defined in this clause to produce all progress reports, draft reports, final reports, any other products required to be delivered to the Government under this contract.

EPA MINIMUM CONTENT STANDARDS FOR SELECTED PAPER
AND PAPER PRODUCTS

	Minimum % Recovered Materials	Minimum % Postconsumer Recovered Materials	Minimum% Waste Paper
-----			NEWSPRINT
.....	40		
HIGH GRADE BLEACHED PRINTING AND WRITING PAPERS:			
Offset printing			50
Mimeo and duplicator paper			50
Writing (stationery)			50
Office paper (e.g., note pads).....			50
Paper for high speed copiers			50

Envelopes	50
Form bond including computer	50
paper and carbonless	
Book papers	50
Bond papers	50
Ledger	50
Cover stock	50
Cotton Fiber papers 25.....	50

TISSUE PRODUCTS:

Toilet tissue	20
Paper towels	40
Paper napkins	30
Facial tissue	5
Doilies	40
Industrial wipes	0

UNBLEACHED PACKAGING:

Corrugated boxes	35
Fiber boxes	35
Brown papers (e.g. bags).....	5

RECYCLED PAPERBOARD:

Recycled paperboard products	80
Pad backing	90

F.6 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract shall be as follows:

Base Period - Date of award through 2 Yrs. after date of award
 Option I - 1 year after the end of the Base Period
 Option II - 1 year after the end of Option I
 Option III - 1 year after the end of Option II

Specific dates will be incorporated based upon contract award date. The end of the contract period may be changed if the contract is terminated in accordance with other provisions herein.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

TO BE DETERMINED AT TIME OF AWARD

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 TASK ORDER SELECTION PROCESS

Two contracts may be awarded under this solicitation. After the minimum amount for each contract has been satisfied, task orders will be placed with the contractor which represents the most advantageous or greatest value to the Government based upon the following criteria.

1. Past Performance under the contract.
2. Scope & Complexity of the work to be performed.
3. The expected duration and frequency of Task Orders
4. The mix of resources a contractor must have to perform expected task order requirements.
5. Site location.
6. Available capacity.
7. Conflict of Interest.
8. Price/Cost.

Criteria are not listed in order of importance. The relative importance of each criterion will be determined at the time a requirement is received

based upon that particular requirement.

The above procedures will be used to provide each contractor a fair opportunity to be considered for each order over \$25,000 which is issued under this contract consistent with the requirements of Federal Acquisition Regulation (FAR) 16.505(b).

In accordance with FAR 16.505(b)(4)(i), task orders to be issued for urgent emergency response actions where a delay would be unacceptable to the Environmental Protection Agency are exempt from the procedures.

To the extent feasible, the Government will use available in-house information to evaluate each contractor for cost, proximity and past performance but may request such information, or additional information, from the contractor if deemed necessary. When applicable, each contractor will be contacted by the most reasonable and expeditious means available and requested to provide information orally and/or in writing concerning, at a minimum, technical expertise and experience in performing specific types of removal actions related to the proposed task order statement of work.

The method of evaluation for issuance of a task order, using some or all of the above noted criteria, will be tailored to the specific requirements of the proposed task and will be identified to the contractors if it is deemed necessary that additional information be requested from the contractors to determine which contractor should be selected to perform the work under the task order.

During the first year of the contract, the Government will attempt to equally distribute the work between the two contractors, unless it is determined to be in the Government's best interest to consider other factors such as a potential conflict of interest, contract capacity, location of contractor personnel and/or equipment, and/or contractor personnel expertise.

The Government will assess and document the contractors' performance throughout the life of the contract by evaluating ongoing contract management and site specific task orders on an annual basis and/or at completion.

Evaluations will be performed for each task order. The task order evaluations will be assessed to determine an annual overall performance score. After the first contract year, the annual overall performance score will be considered in distributing work.

In the option years, after satisfying the minimum quantity requirement, the following Order of Precedence will be considered when issuing Task Orders:

- (1) Conflict of Interest;
- (2) Task Order Specific Requirements (i.e., contractor expertise, special equipment availability, specialized response manager availability);
- (3) Cost of Deployment of Personnel/Equipment and/or Response Lead Times;
- (4) Contract Capacity; and
- (5) Past Performance.

G.3 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS

CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460
1 copy	ATTN: Mentor Protege Coordinator U.S. EPA Contracts Management Division, (MD-33) Research Triangle Park, NC 27711
1 copy	Project Officer

G.4 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 5 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation

instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c) (2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.5 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly

rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include

any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating

material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.6 ERRS INVOICE REQUIREMENTS

(a) Notwithstanding the requirements of the Section G clause entitled "SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUNE 1996)," separate invoices must be submitted for each task order issued under this contract. Invoices for payment shall be submitted in an original and three(3) copies distributed in accordance with the instructions set forth below and shall include the contract number, order number, accounting and appropriation data as set forth in each task order, description of services, and the amount of payment requested. Each invoice submitted for a particular task order shall be numbered consecutively.

(b) In addition to the special requirements described below, all invoices for payment under any task order shall be accompanied by a summary of costs, for other than fixed rate items, claimed by major cost element: labor, equipment usage, sampling/analysis, transportation, disposal, travel and

subsistence, materials, subcontracts, and any other charges. Invoices must be broken down further as follows:

(1) Each invoice shall contain a "Cost Summary Report" which will give current and cumulative totals listed by major cost element category.

(2) A "Project Daily Summary" is to be included with each invoice. This portion of the invoice shall have the changes for each major category listed by date with daily totals and separately show costs for each corporate entity providing cleanup services on the site. Costs incurred off-site which do not fall within the purview of the Program Manager should be clearly identified (i.e., decontamination of Contractor-Owned Equipment). Hours charged against a project by ERRS management personnel or work performed at the contractor's office must be clearly identified.

(3) Invoices are to include "Project Daily Detail" sheets with each line item listed giving a description, source of item, quantity, unit of measure, dollar rate and total for the day. There shall be a subtotal for each major category and a total of charges for the day. The "Project Daily Detail" sheets shall be consistent with EPA Form 1900-55's prepared each day with any difference explained fully by individual line item.

EXCEPTION: Where only maintenance activity is occurring at a site (e.g. bottled water, site security, etc.), a monthly EPA Form 1900-55 may be submitted in lieu of the Project Daily Summary and the Project Daily Detail Sheets.

(4) An "Equipment Usage Log" shall be included with each invoice giving the dates that each piece of equipment was utilized during that billing period and its source and unique identification number (i.e., serial number) for those equipment items billed at fixed rates as identified in the Schedule and for those other items of equipment for which FOSC assigned rates have been established in anticipation of fixed rates being negotiated into the contract or task order. Items using FOSC assigned rates must be clearly identified.

(5) A Materials/Other Direct Costs/Subcontract Log shall be included with the invoice and shall itemize all items purchased and/or provided at cost. This Log shall also identify the material handling charge, if applicable, associated with materials purchased and/or provided at cost. Subcontract services provided at the fixed rates listed in Section B of the contract should be excluded.

(6) Copies of hotel receipts are required to be submitted by the Contractor along with monthly invoices. Lack of hotel receipts shall result in the suspension of unsupported amounts until the hotel receipts are provided.

(7) The invoice module shall be used on the Removal Cost Management System (RCMS). The contractor shall commence using that program and format, with appropriate company modifications, to submit invoices under this contract. NOTE: All invoices shall be generated from the contractors accounting system. All billed costs shall be reconciled to the contractor's job cost system on a quarterly basis.

(8) Final invoices for costs other than transportation and disposal must be received with 120 days after site work is completed unless a

longer period of time is preauthorized by the FOSC. Final invoices for costs associated with transportation and disposal shall be submitted within 120 days after the transportation and disposal has been completed unless a longer of period of time is preauthorized by the FOSC.

(c) Distribution shall be as follows:

(1) The original of each invoice to the Finance Office specified in Block 21 of OF 347, Solicitation, Offer and Award, of this contract.

(2) One copy of each invoice to the FOSC accompanied by readable copies of the Contractor Daily Cost Reports (EPA Form 1900-55) and other documentation (i.e., sales receipts, charge tickets, invoices, etc.) to substantiate all costs for which reimbursement is requested. This copy shall include, on the reverse side or in an attachment thereto, the following statements:

CONTRACTOR CERTIFICATION

I hereby certify in accordance with FAR 52.232-7 that all costs included in this invoice have been paid by (insert Contractor Company Name) prior to submitting the invoice to EPA for payment.

Date

Name and Title of Signer with
Authority to Bind the Company

FEDERAL ON-SCENE COORDINATOR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

Date

Federal On-Scene Coordinator

(3) One (1) copy of the above certifications to the ERRS Project Officer listed in the Section G clause entitled, "CONTRACT ADMINISTRATION REPRESENTATIVES."

(4) One (1) copy of each invoice to the ACO listed in the Section G clause entitled, "CONTRACT ADMINISTRATION REPRESENTATIVES." This copy shall be accompanied by readable copies of the Contractors Daily Cost Reports (EPA Form 1900-55). A copy of the certification required above shall also accompany this copy of each invoice.

As requested by the CO, the contractor shall be required to provide copies of other documentation (sales receipts, charge tickets, invoices, etc.) to substantiate any costs for which reimbursement is requested.

(d) When a Project Officer (PO), Contracting Officer (CO), or a Contracting Officer's Representative (COR) identifies costs in a voucher that are to be suspended or disallowed, the Form 1900-68 is used to identify those

costs, the associated reasons, and to communicate the action to all necessary parties. The PO, CO, and /or COR must fill out the Form 1900-68 explaining the suspended amount, sign and date the Form and send it to the contractor. The contractor must fill out the acknowledgment of the receipt on the applicable area on Form 1900-68 and return a copy of it to the PO, CO, or COR who made the suspension. (A copy of Form 1900-68 may be requested from the CO, PO or COR.)

G.7 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.8 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000)

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

(1) Review the contractor's compensation structure and insurance plan.

(2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.

(3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.

(4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.

(5) In connection with Cost Accounting Standards:

(A) Determine the adequacy of the contractor's disclosure statements;

(B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;

(C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

(D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

(6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

(7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

(8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/ decisions to the contracting officer upon execution.

(c) The FACO for this contract is:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.9 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.10 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base,

fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment 9 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (3303F)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,

- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefitting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal

years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.11 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

TO BE DETERMINED AT TIME OF AWARD

G.12 SUBCONTRACT CONSENT APPROVAL LEVELS

(a)(1) The Contractor shall submit the information required by FAR clause 52.244-2, Subcontracts Alternate II, simultaneously to the Federal On-Scene Coordinator (FOSC) and Contracting Officer (CO) and obtain consent to subcontract from the FOSC or CO in accordance with the following:

<u>Description</u>	<u>Action</u>	<u>Responsible Official</u>
Subcontracts under \$250,000 (Except as Stated Below)	Review & Consent	FOSC
Sole Source Subcontracts		

over \$100,000 (Except Transportation and Disposal)	Review Review & Consent	FOSC CO
Sole Source Transportation and Disposal over \$250,000	Review Review & Consent	FOSC CO
Innovative and Emerging Alternative Technology (All Dollar Amounts)	Review Review & Consent	FOSC CO
All Other Actions over \$250,000	Review Review & Consent	FOSC CO

(2) Innovative Alternative Technology is defined as any fully developed technology for which cost or performance information is incomplete, thus hindering routine use at CERCLA sites. An Innovative Alternative Technology may require field testing before it is considered proven and available for routine and/or site-specific use. Emerging Alternative Technology is defined as alternative technology in an earlier stage of development than Innovative Alternative Technology, where performance research has not yet successfully passed laboratory or pilot testing.

(3) FOSCs may authorize the contractor to proceed with placement of subcontracts, regardless of the dollar amount, in instances where CO consent cannot be obtained due to time constraints. Such action requires that a request for ratification be submitted to the CO within five working days in instances where the action exceeds the authority of the FOSC as specified above.

(b) The contractor shall comply with the requirements as stipulated in FAR 52.244-2, Subcontracts, Alternate II. Subcontract consent is **mandatory** for subcontracted tasks involving hot zones (all levels), indemnification, conflict of interest or safety training. The authority to consent to subcontracts is delineated in paragraph A herein. For the purposes of this clause, a hot zone is defined as a site area requiring personal protective equipment at any level.

(c) In instances where the subcontract exceeds the simplified acquisition threshold (\$100,000) or is of a number of subcontracts with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed the simplified acquisition threshold, the Contractor shall provide in Block 23 of the EPA Form 1900-55 (or as an attachment thereto) prepared for the day on which the consent for the subcontract is given, information on how the subcontractor was selected and the competition obtained. For noncompetitive subcontracts, the Contractor shall provide a sole source justification which states why there is only one source and what efforts were made to obtain competition.

(d) The following are designated as "Team Subcontractors" in the contract:

TO BE COMPLETED AT TIME OF CONTRACT AWARD OR MODIFICATION, IF APPLICABLE.

Additional team subcontractors may be approved in writing only by the Contracting Officer.

(e) Subcontract consent under this clause:

- (1) Subcontract consent given under this clause is conditional upon the prime contractor providing the required information to support the proposed subcontract;
- (2) A copy of the signed subcontract shall be sent to the FOSC and CO within ten (10) working days of its execution;
- (3) EPA consent to the subcontract does not relieve the prime contractor of any obligations or responsibilities under the prime contract;
- (4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;
- (5) EPA consent to the subcontract does not create any "privity of contract" between EPA and the subcontractor;
- (6) EPA consent does not constitute a determination as to the acceptability of the subcontract price or the allowability of costs;
- (7) EPA consent to the subcontract does not constitute approval of the terms and conditions of the subcontract; and
- (8) The Contracting Officer will act only in disputes arising under the prime contract, even if a subcontractor is affected by the dispute between EPA and the prime contractor.

G.13 POST AWARD CONFERENCE

A post-award conference shall be held within thirty (30) calendar days after contract award in order to 1) achieve a clear and mutual understanding of all contract requirements and 2) to identify and resolve potential problems. Attendance shall be required by representatives of the Contractor and the EPA.

G.14 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY EPAAR 1552.245-72 (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

G.15 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

Item No.	Description	Quantity	Delivery Date
1	Springfield Belle Mobile Waste Water Treatment*	1	

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could

be utilized.

4. A detailed description of the task-related purpose of the facilities.

5. Explanation of negative impact if facilities are not provided by the Government.

6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).

7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number

on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,' ' the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October

31 of each year.

f. Distribution shall be as follows:

Original to: EPA CO

1 copy: DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the

inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;

Description;
 Manufacturer;
 Model;
 Serial Number;
 Acquisition Date;
 Date received;
 Acquisition Cost*;
 Acquisition Document Number;
 Location;
 Contract Number;
 Account Number (if supplied);
 Superfund (Yes/No);
 Inventory Performance Date;
 Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

*** NOTE - The Springfield Belle Mobile Waste Water Treatment is the only piece of Government Furnished Property which will be provided under one contract, resulting from this Request for Proposal. Within 30 days of Contract Award, both successful offerors may be requested to submit a proposal for the maintenance of the Springfield Belle. The government intends to award a performance based task order to the successful offeror, in accordance with Section H Clause entitled "Performance Based Task Orders".**

G.16 DECONTAMINATION OF CONTRACTOR-OWNED EQUIPMENT

With regard to equipment provided by the Contractor, the FOSC and the Response Manager assigned to the site will determine which equipment is to be decontaminated and whether or not it is to be decontaminated at the site of the removal or at the contractor's facilities. Labor charges and charges for decontamination equipment (equipment used to decontaminate other equipment) for decontamination efforts will be considered allowable charges under this contract and will be paid in accordance with the applicable rate(s) specified in the Schedule. Reasonable charges for the equipment while it is being decontaminated will be allowable charges under this contract. When the decontamination effort is performed at the contractor's facilities, a reasonable charge for the decontamination labor, decontamination equipment, and equipment to be decontaminated shall not exceed one day.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (OCT 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) *Definitions.*

"Printing" is the process of composition, plate making, press work, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected

employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.5 LIMITATION OF FUTURE CONTRACTING (TCRR) (EPAAR 1552.209-74) (MAR 1997)
ALTERNATE I (MAR 1997)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT contracts) to EPA within the Contractor's Time Critical Rapid Response (TCRR) assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any Technical Assistance Team (TAT) type activities (e.g., TAT contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform TCRR work.

(3) It will be ineligible for award of TAT type activities contracts for sites within its respective TCRR assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse

determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.6 ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994)

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

H.7 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
 1 = poor,
 2 = fair,
 3 = good,
 4 = excellent,
 5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
 1--Major problems have been encountered
 2--Some problems have been encountered
 3--Minor inefficiencies/errors have been identified
 4--Contractor is in compliance with contract requirements and/or

delivers quality products/services

- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective

- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations performance category (including a narrative for the rating);
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.8 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EPAAR 1552.217-75) (APR 1984)

(a) The Government has the option to extend the effective period of this contract for 3 additional period(s). If more than sixty(60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60- day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the Option(s) are exercised, the following minimum and maximum amounts will be as follows, in accordance with Clause B-12, "Minimum and Maximum amounts (EP 52.216-140)"

Option Period I -	TBD
Option Period II -	TBD
Option Period III -	TBD

(c) The "Effective Period of the Contract" clause will be modified as follows:

Option Period I - The end of the Base period plus 1 year
 Option Period II - The end of the Option I period plus 1 year
 Option Period III - The end of the Option II period plus 1 year

H.9 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS Major Group	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners)			
Total Subcontractor Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section M-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.10 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.11 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black

colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.12 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.13 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers'

compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.14 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.15 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT (EP 52.231-305) (APR 1992)

(a) If a fixed rate for equipment has been included in the contract but the contractor provides that equipment through a third-party subcontract or short-term rental/lease, reimbursement for that equipment shall be at the fixed rate specified in the contract for that item for the prime contractor or team subcontractor, depending upon which (prime contractor or subcontractor) leases or rents the equipment.

(b) If it is determined by the contracting officer to be in the best interest of the Government to suspend this limitation, reimbursement for rented/leased equipment may be at a cost which exceeds the fixed rate. Such consideration shall be made on a case-by-case basis. A request for approval of a higher cost shall be made by the contractor in writing to the contracting officer in advance of charging the higher rate. Written documentation supporting the request shall include the description of the item, CLIN number, proposed cost, an explanation of why the contractor is proposing to rent/lease the equipment, and such other information as may be considered necessary by the contracting officer to evaluate the proposal.

(c) In the event of an emergency, the On-Scene Coordinator (OSC) may approve a higher rate with written documentation to be forwarded by the contractor to the contracting officer through the OSC within ten (10) calendar days thereafter. In addition to the information required in the proceeding paragraph, details on the nature of the emergency shall be included.

(d) The final determination on reimbursement for a cost for rented/leased equipment for which the contract includes a fixed rate shall be the responsibility of the contracting officer except in an emergency during which the OSC's approval shall be accepted by the contracting officer until the emergency situation is stabilized provided the required documentation is submitted to the contracting officer within the time specified above.

(e) In determining the allowability of reimbursement for the cost of rented/leased equipment for which the contract includes a fixed rate and which results in a cost in excess of the fixed rate, the Government may consider incremental charges incurred in connection with rental equipment for excessive usage and peak seasons during which time all of the contractor's owned equipment is dedicated to other EPA sites. The Government may also take into consideration instances where the contractor's equipment has been in use on a long-term basis on non-EPA jobs before being required by EPA and the length of the EPA job.

H.16 LIMITATION ON FIXED-RATE EQUIPMENT CHARGES (EP 52.231-310) (APR 1992)

(a) The charges for a specific Contract Line Item (CLIN) under a delivery order shall be limited to the average acquisition cost for all like items in the contractor's inventory at the time of contract award and shall remain fixed for that year of the contract. Proposed increases in the average acquisition cost due to acquisition of additional equipment shall be subject to reconsideration by the Government at the end of each year of the contract for the next year of the contract assuming that the Government exercises the option to extend the period of the contract. The average acquisition cost shall be made available to the OSC for use in the Removal Cost Management System (RCMS) prior to any charge being entered into the RCMS for that CLIN.

(b) Once the average acquisition cost for a CLIN has been equaled in charges to the delivery order no additional charges for use of that CLIN shall be allowed until a rate representing the contractor's ongoing costs for maintaining the equipment has been agreed to. Such cost may include such charges as maintenance, storage, licenses, taxes, applicable indirect costs, and profit. The contractor's proposal for a rate to cover maintenance costs shall be submitted to the contracting officer when the charges to the delivery order for that CLIN at the fixed-rate equal 85% of the average acquisition cost for that particular CLIN.

(c) Where two items of the same CLIN are being used simultaneously on the same delivery order, the limitation shall be the number of items times the average acquisition cost for the CLIN.

H.17 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.18 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information

(CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.19 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.20 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written

determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of

this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.21 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (MAR 2001) DEVIATION

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To Agency contractors and other federal agencies and their contractors tasked with recovery, or assisting the Agency in the recovery, of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund) and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising and representing the Agency or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);

(3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund or the OSLTF;

(4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), OPA Sec. 1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ("Potentially Responsible Parties") for purposes of facilitating collection, settlement or litigation of claims against such parties;

(5) To other Agency contractors who, for purposes of performing the work required under their respective contracts, require access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the CWA (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); CERCLA (42 U.S.C. 9601 et seq.); or the OPA (33 U.S.C. 2701 et seq.)

(6) To other Agency contractors tasked with assisting the Agency in

handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(7) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(8) To the Speaker of the House, President of the Senate, or Chairman of a Congressional Committee or Subcommittee;

(9) To entities such as the General Accounting Office, boards of contract appeals, and the courts in the resolution of solicitation or contract protests and disputes;

(10) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions, for the Agency; and

(11) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, CBI shall only be released under subparagraphs (1), (2), (3), (4), (5), (6), (7), or (10) pursuant to a confidentiality agreement.

(d) With respect to EPA contractors, EPAAR 1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similar confidentiality agreements with their contractors. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA, the CWA, or the OPA. Such entities include, but are not limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.22 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.23 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.24 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager
Transportation and Disposal Contractor(s)
Response Managers

(b) During the first ninety (90) calendar days of performance, the

Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.25 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.26 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.27 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or

control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.28 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)

As authorized by the current EPA Procurement Policy Notice on Electronic Signatures (see <http://www.epa.gov/oam/ptod/>), the Government and Contractor agree to accept each other's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only.

TASK ORDERS, CONTRACT MODIFICATIONS

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents.

TASK ORDERS, CONTRACT MODIFICATIONS

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

H.29 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained by the Contractor and/or any subcontractors during contract performance shall be considered confidential and shall not be disclosed to anyone other than EPA employees or to the Department of Justice without the prior written approval of the OSC and CO. Nor shall any such data be used for any other purpose except in connection with this contract. Any such data generated or obtained during contract performance shall be delivered to the Government at the request of the OSC and CO.

H.30 ACCESS RIGHTS AND ACCESS AGREEMENTS

The Government, with assistance and cooperation from the Contractor, shall obtain access rights and access agreements as necessary to fulfill the requirements of the contract.

H.31 HEALTH AND SAFETY

(a) The nature of the work to be performed under this contract is inherently hazardous. The Contractor is responsible for the safety of its employees and subcontractor employees on-site. The Contractor shall submit a Health and Safety Program Plan in accordance with the requirements of the STATEMENT OF WORK (RFP attachment 1). However, the PO has the authority to review and establish the minimum standards of safety for all individuals on-site at any time. The Contractor shall ensure that all personnel working at the site are in compliance with EPA, OSHA, state and minimum standards as specified by the PO.

(b) The required level of protection for each site will be specified by the FOSC. The FOSC's determination of the required level of protection at all times shall not be subject to the "Disputes" clause of this contract. Rather, if the Contractor has a dispute with respect to health and safety, which cannot be resolved between the FOSC and the Contractor's Health and Safety representative, the matter will be referred to the Regional Health and Safety Officer and to the Contractor's corporate Health and Safety representative for resolution. If the health and safety issue still cannot be resolved, then the matter will be referred to EPA's Environmental Response Team's (ERT) Safety and Occupational Health Manager, Edison, New Jersey, for consultation with EPA's Headquarters Occupational Health and Safety Director for final determination. Notwithstanding this dispute resolution process, the Contractor may not delay implementation of an FOSC directive pertaining to health and safety.

(c) When a specific site safety plan is required as part of a task order to be developed by the Contractor, such plan shall include the required level of protection specified by the FOSC. The site specific safety plan shall be submitted to the FOSC for review and approval prior to commencing work. Upon receipt of the FOSC's approval, the Contractor shall follow such plan throughout the duration of the removal action, unless modifications to the plan have been requested by the FOSC. If a site safety plan is provided by the Government, the Contractor agrees to follow such plan unless objections are made known to the FOSC within twenty-four (24) hours (or less if specified by the task order) of its submission to the Contractor. In any event, commencement of cleanup services without notification to the FOSC of any objections will be deemed to constitute acceptance of the safety plan.

(d) Notwithstanding the EPA's aforementioned rights to direct

contractor compliance with certain health and safety standards, levels and plans, the Contractor retains the right to employ more stringent health and safety requirements for itself and its subcontractors. However, the extra costs associated with these more stringent requirements shall not be borne by the EPA.

H.32 GOVERNMENT RIGHTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA)

The award of this contract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Contractor, for liability under any provisions of CERCLA. Furthermore, if the Contractor is determined to be liable under Section 107 or CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this contract.

The disclosure of any potential conflicts of interest as required in the Section H clause entitled "ORGANIZATIONAL CONFLICT OF INTEREST (EPAAR 1552.209-71) (MAY 1994)" of this contract shall not be construed or interpreted as an admission by the Contractor of any liability under CERCLA. Further, nothing contained within this contract shall be deemed, construed and/or interpreted as a waiver by the Contractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

H.33 USE OF ERRS COMPANY-OWNED LABORATORIES

The EPA considers it a conflict of interest for the Contractor to use its own laboratories for analysis and requires analysis to be subcontracted. However, under emergency response conditions, there may be instances where real time analytical support services from the ERRS contractor-owned laboratories is necessary and the only option available to the Contractor and the FOSC. In these instances, real time analysis of unstable hazardous waste materials to provide the FOSCs with the necessary information to protect the public health, environment, and site personnel may be provided. The Contractor shall notify the CO in writing within 24 hours, or the first business day thereafter, when these situations arise.

H.34 REQUIRED SUBCONTRACTING OF TRANSPORTATION AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES

(a) The Contractor is required to subcontract all transportation of oil, petroleum and hazardous substances removed from the site of the cleanup to an appropriate disposal facility and to subcontract the storage and ultimate disposal of the materials. If the prime Contractor also has transportation equipment and disposal facilities within the same company, such equipment and facilities will not be eligible for use under this provision. This requirement may not be waived except by prior written approval of the CO or as described in (c) below. The above restrictions do not preclude these facilities from being utilized under the Superfund contracts.

(b) Competition shall be obtained to the maximum extent practicable. The ultimate methods selected for transportation and disposal are subject to the verbal consent of the FOSC. The Contractor shall be required to obtain at least three (3) cost estimates for transportation of hazardous waste materials to an ultimate disposal facility. Cost estimates are to be obtained in order

to ensure that cost effectiveness and expediency are considered.

(c) The Contractor may be allowed to perform transportation when the estimated amount of the transportation cost is under \$25,000.00 and the CO has given prior approval that the situation of the site clearly demonstrates that it is in the Government's best interest from a timing, cost or other basis to allow the Contractor to provide transportation and the rates to be utilized are acceptable to the CO and FOSC.

H.35 TASK ORDERS

(a) Delivery or performance of the cleanup services of this contract shall be made only as authorized by task orders issued in accordance with the Section G clause entitled "ORDERING -- BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)."

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered through the issuance of individual task orders. All task orders issued will be for the services specified in each task orders, and will be in accordance with the fixed rates specified elsewhere in this contract.

(e) The Ordering Officer may issue a verbal order, to be followed up in writing within ten working days of verbal notification with a confirming written task orders.

(f) The FOSC named in the task order will be responsible for the technical administration of the task order placed hereunder. The FOSC and/or the Ordering Officers do not have the authority to modify or change any terms and conditions of this contract. Any request for deviation from the terms and conditions of this contract or any task order issued hereunder must be submitted to the CO for contractual action.

(g) A separate Optional Form 347, or an agency prescribed form, will be issued for each task order. Each task order will include:

(1) Date of the order, contract number, task order number, time of order (if verbally issued), name of the FOSC responsible for providing technical direction at the site, accounting and appropriation data, ceiling amount of the order, required response time, and required completion date.

(2) Location of the site and the name of the RM assigned by the Contractor.

(3) The specific SOW related to the cleanup activity covered by the task order, any reports required, and any other special technical requirements, instructions or clearances.

(h) The Contractor shall acknowledge receipt of each order in writing within one (1) week after its issuance date. Such acknowledgment shall be submitted to the CO responsible for administration of this contract.

(i) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, the Contractor shall immediately notify the CO within ten (10) days or one-half ($\frac{1}{2}$) of the time specified for performance of the order, whichever is less, stating why the completion date is considered unrealistic.

(j) The ceiling amount for each task order will be the ceiling price stated therein, and constitute the maximum amount for which the Government will be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceeds the specified ceiling amount except at the Contractor's own risk. Any increase to the ceiling amount will be authorized in a written modification to the task order and will be a unilateral action by the Government.

(k) The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs (including fixed rate items and items reimbursed at cost) that the Contractor expects to incur under a task order in the next 30 calendar days, when added to all costs previously incurred under the task order, will exceed 85 percent of the ceiling amount specified in the task order (for the purposes of this clause, the term "ceiling amount" shall include the ceiling amount of the task order inclusive of all modifications to the task order ceiling amount).

(l) Except as required by the other provisions of this contract which specifically cite and state that they are exceptions to this clause.

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the ceiling amount specified in the task order; and

(2) The Contractor is not obligated to continue performance under a task order (including actions under the Termination clause of this contract) or otherwise incur costs in excess of a task order ceiling amount, until the CO notifies the Contractor, verbally and/or in writing, that the task order ceiling amount has been increased.

(m) No notice, communication, or representation in any form other than that specified in subparagraph (b) (2) above, or from any person other than the CO, shall affect a task order ceiling amount. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the task order ceiling amount, whether those excess costs were incurred during the course of the task order or as a result of termination.

(n) Change orders and modifications shall not be considered an authorization to exceed the task order ceiling amount unless they contain a statement increasing the task order ceiling amount. If the ceiling amount of the task order is increased, any costs the Contractor incurs shall be allowable, unless the CO issues a termination or other notice directing that the task order ceiling increase is solely to cover termination or other specified expenses.

(o) A Standard Form 30 will be used to modify all task orders and will be signed by the CO and, when applicable, the Contractor.

H.36 CLOSEOUT OF TASK ORDERS

(a) Within six (6) months after finalization of transportation and disposal costs or the completion of site work, whichever occurs last, the Contractor shall submit a written summary of all costs claimed to the Contracting Officer. Finalization of transportation and disposal costs is defined as the completion of disposal, not to exceed 120 days after completion of site work, unless otherwise approved by the FOSC. Completion of site work is defined as final demobilization of the site and completion of the Final Site Report or when the final subcontractor's invoice is received by the Contractor, whichever is later. This summary shall contain the following information:

(1) Labor categories, total hours for each labor category, and total amounts claimed.

(2) Equipment categories, total daily usage for each equipment item, and total amounts claimed.

(3) List of materials used on site, total costs, and total material handling charge costs, if applicable.

(4) List of all other direct costs incurred and dollar value and the total cost for all other direct costs.

(5) List of all subcontracts and dollar value and the total cost for all subcontracts.

The information provided should be in sufficient detail to permit the CO a complete understanding of all costs claimed. After receipt of this summary, the CO will negotiate the task order closeout with the Contractor as soon as possible.

(b) Upon completion of the negotiations, the CO will issue a written Notice of Closeout of Task Order on Standard Form (SF) 30, adjusting the labor hours by category, equipment usage by category, materials/other direct costs/subcontracts, the material handling charge, if applicable, and the total cost of the task order. The Contractor shall sign and return this notice within thirty (30) calendar days of receipt. If a negotiated agreement cannot be reached, the CO will determine the final total cost of the task order. This determination shall be final unless appealed. Any appeal submitted in response to this determination shall be processed in accordance with the provisions of the "DISPUTES" clause of this contract.

H.37 TASK ORDER CONFLICT OF INTEREST CERTIFICATION

(a) Within 20 days of receipt of the task order, the Contractor shall provide a conflict of interest certification. Where task orders are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first task order issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

(b) Before submitting the conflict of interest certification, the Contractor shall initially search through all of its available records to identify any actual or potential conflicts of interest. During the first three years of this contract, the Contractor shall search through all records created since the beginning of the contract plus the records of the Contractor prior to the award of the contract until a minimum of three years of records are accumulated. Once three years of records have accumulated, prior to certifying, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the task order. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this task order have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order or other work related to this site.

H.38 DATA

(a) The Contractor hereby agrees to deliver to the Government within sixty (60) days after the completion of the contract period of performance the following documents:

(1) All originals and copies and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated Confidential Business Information, pursuant to the Section H clause entitled "TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)."

(2) All originals and copies, and all abstracts or excerpts therefrom, of all information collected by the Contractor directly from a business or businesses, such as a trade association, pursuant to the Section H clause entitled "SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70)."

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the Section I clause entitled "RIGHTS IN DATA-GENERAL (FAR 52.227-14)", which is pertinent to support the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is pertinent, the PO will make the final determination. This determination shall not be subject to the terms of the Section I clause entitled "DISPUTES (FAR 52.233-1) Alternate 1."

(4) Copies of all other types of additional data, including, but not limited to, reference materials, source lists, field notes, log books chemical data, maps and photographs pursuant to the Section I clause entitled "ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16)."

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the Section I clause entitled "ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16)", the

Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Contractual agreements for supplies or services. (This exclusion does not apply however, to data resulting from such services.)

(2) Contractor and personnel performance ratings and evaluations.

(3) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under conditions restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under paragraph (a) above, the Government will acknowledge in writing to the Contractor the receipt of all confidential or other data.

H.39 REMOVAL COST MANAGEMENT SOFTWARE SYSTEM

(a) The Removal Cost Management System (RCMS) is a nationally consistent PC-based software package that generates cost data/receiving reports for EPA's removal sites. The government will provide the contractor with RCMS software. The computerized RCMS has been developed to meet the specific needs of Superfund field personnel. The system uses commercial software packages and customized programs to provide a number of computer tools for use at CERCLA removal sites. Commercial software packages provide the user with word processing, data base management and data communications capabilities. In addition, customized programs have been written to provide the user with the following major features:

- (1) On-site tracking and accounting of costs incurred at a removal action.
- (2) Cost projection for pre-funding and ongoing cost estimates.
- (3) Word processing templates for POLREPS and daily work orders.
- (4) Data communications aids to send messages by E-Mail, and access data bases such as OHM/TADS.
- (5) Automatic generation of comprehensive project archive, containing all the project's fiscal details on magnetic media.
- (6) Flexible system design to accommodate future enhancements and modifications.

(b) Computer skills are not necessary to use the system. The RCMS has been designed to be user friendly and employs an easy-to-follow system of menus to guide the user through data entry, data editing, printing and back-up routines. An immediate advantage of this system is its usefulness for on-

scene cost management. It can assist on-scene personnel with the preparation of required cost management documents (e.g., 1900-55 and related forms). Data bases within the software contain all the rates for ERRS personnel and equipment, and the software automatically calculates regular and overtime rates for ERRS personnel as well as calculating equipment charges. To run cost tracking, a rates disk is required. Rates disks are contract specific and contain all personnel and equipment rates in the contract. Rates disks will be furnished by EPA.

(c) The use of EPA's Removal Cost Management Software (RCMS) is mandatory to prepare and submit EPA Form 1900-55, Daily Cost Tracking Reports, during performance under this contract. This software shall not be used in the preparation of the Contractor's invoices.

(d) The minimum hardware requirements for the RCMS are:

- (1) IBM PC running Windows 95/98 or higher;
- (2) Pentium Processor
- (3) 50 MB free disk space
- (4) 32 MB RAM
- (5) Printer

NOTE: To load the RCMS program, the contractor must have a CD drive or internet access to download it from <http://www.ertsupport.org/downloads>.

(e) The minimum software requirements to use the system is MS-DOS, Version 5.0 or higher.

(f) Initial contractor training on the use of RCMS will be provided by EPA, if required. EPA will also provide contractor training when there are updates/revisions in the RCMS program. This training shall not exceed eight (8) hours per person. Costs for additional training in excess of eight (8) hours per person will not be an allowable direct charge to this contract (i.e., labor, other direct costs, etc.). It will be the contractor's responsibility to provide subsequent training for new hires.

(g) Current archive disks covering the invoice period must be submitted to the CO/FOSC with the invoice.

(h) The final archive disk(s) shall be forwarded to the Contracting Officer within 30 days of completion of work at the site.

(i) For all contracts requiring the use of RCMS and to which the Davis Bacon Act applies, the actual DBA wage rate schedules shall be input into RCMS. The Contractor shall supply the FOSC with the applicable DBA rates on a diskette (either 3-1/2" or as specified by the FOSC) with applicable DBA rates using spreadsheet software, preferably Lotus 1-2-3, Release 5.0 or less.

H.40 RETENTION AND AVAILABILITY OF CONTRACTOR FILES

(a) This contract contains the Federal Acquisition Regulation (FAR) Clause 52.215-2, AUDIT AND RECORDS--NEGOTIATION, wherein the Contractor shall maintain and the Contracting Officer, or an authorized representative of the CO, shall have the right to examine and audit all records (includes books, documents, accounting procedures and practices, and other data, regardless of

type and regardless of whatever such items are in written form, in the form of computer data, or in any other form) and other evidence sufficient to reflect properly all costs claimed to have incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(b) The Contractor is advised that the Government may file suit against potentially responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government and only to the Government the records described in paragraphs (a) and (b) above and in the Audit Clause for a period of 10 years after final payment under the contract. (See FAR 4-703(b)(1)).

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e. cost recovery) until such appeals, litigation or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until (1) all litigation involving the records has been finally settled and approval is obtained from the CO or (2) ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required during contract performance, a negotiated supplemental agreement will be issued under the contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be initiated with the Contractor.

(g) The final invoice (a completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

(h) In addition, this contract contains the clause, WORKING FILES in (Section F), wherein the Contractor is required to maintain accurate working files (by task order or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The statement regarding submission of working files upon the Contracting Officer's request is hereby clarified to require submission of these files to the Project Officer within nine months of completion of site work.

H.41 REGIONAL CROSSOVER

The Contractor agrees to accept orders for services within any other EPA

Zone or Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amount specified in the Section B clause entitled "MINIMUM AND MAXIMUM AMOUNTS." If services in another Zone or Region are ordered by the Government, the required response time and other terms and conditions for the cleanup action shall be mutually agreed upon by the Contractor's representative and the Contracting Officer at the time of placement of the task order.

H.42 PUBLIC COMMUNICATION

(a) The Contractor shall not represent itself as the EPA to outside parties. To maintain public trust and to avoid misleading the public, the Contractor shall, when communicating with outside parties, explain that it is an Agency Contractor.

(b) When performing work on or for EPA sites, Contractor personnel must be easily identifiable to the public as an EPA Contractor through the use of badges, corporate logos, or other distinguishable credentials.

H.43 DAVIS BACON ACT (DBA) AND SERVICE CONTRACT ACT (SCA) APPLICATION BY TASK ORDER

(a) Each task order issued under this contract will be subject to either DBA or SCA (Attachment 6) prevailing wage rates or both as determined by the Secretary of Labor. The contractor shall segregate by task order those portions of the effort specifically related to DBA or SCA and determine wage rates by labor category classification accordingly. The FOSC together with the Contractor will be responsible for ensuring compliance with the appropriate wage determination. Should there be a question or dispute relating to what segment of the work falls within DBA versus SCA wage classifications, the CO will make the final determination.

(b) Upon issuance of each task order, there will be a period of assessment during which the CO, PO, and the Contractor will evaluate the planned site work and determine, to the maximum extent possible, whether or not there is substantial and segregable construction to which DBA applies. If it is determined at the time of issuance of the task order that site work is subject to the Davis Bacon Act (DBA), the CO will forward a copy of the General Wage Determination that is applicable to the work being performed under the task order. The General Wage Determination will be updated when an option is exercised. The CO is responsible for making the final determination of DBA applicability.

H.44 SCHEDULE FOR DBA WAGE DETERMINATIONS

In compliance with DBA regulations, the CO has designated the use of "Residential, Building, Heavy and/or Highway Wage Determination Schedules" as the appropriate construction type schedules for use when applying DBA wages to labor classifications/categories under this contract. Any deviations from the use of this schedule or need for the issuance of an additional classification/category shall require prior CO approval in accordance with the Section I clause entitled DAVIS-BACON ACT (FAR 52.222-6) including applicable wage determinations for Regional or Zone crossover work.

H.45 DBA WAGE DETERMINATIONS FOR SUBCONTRACTS

When developing solicitations for construction subcontracts exceeding \$2,000, the Contractor shall identify and insert the applicable DBA Wage Determination from the "General Wage Determinations Issued Under Davis Bacon and Related Acts" from the DBA Wage Determinations provided by the EPA at the time the task order is issued (or, if applicable, when an option is exercised). In instances where a published wage determination does not exist that is applicable to the work being performed, a project wage determination will have to be requested from the Department of Labor. The prime contractor shall provide the EPA CO with sufficient notice for him to request a project wage determination from the Department of Labor. (Reference Federal Acquisition Regulation Subpart 22.404-3.) The Contractor should forward a Standard Form (SF) 308, "Request for Determination and Response to Request" with the classifications of labor identified.

H.46 PERFORMANCE BONDS

The Miller Act applies to substantial and segregable construction exceeding \$100,000.00 under this contract. The Contractor shall furnish performance bonds with the United States named as the obligee in amounts to be specified by the CO. Bonds shall be provided by the prime contractor at the task order level. With the consent of the CO, the performance bond may be provided by the subcontractor. In all cases, the CO may determine that the dollar amount of the Miller Act performance bond shall be "zero".

H.47 PAYMENT BONDS

(a) The Miller Act applies to substantial and segregable construction exceeding \$100,000.00 under this contract. The Contractor shall furnish payment bonds at the task order level with the United States named as the obligee in amounts to be specified by the CO. The prime Contractor may not fulfill the payment bond requirement by requiring the subcontractor to provide the bond.

(b) The penal sum of the payment bond shall equal:

(1) fifty (50) percent of the amount of the substantial and segregable construction activity if the construction activity is not more than \$1 million;

(2) forty (40) percent of the amount of the substantial and segregable construction activity if the construction activity is more than \$1 million; or

(3) \$2-1/2 million if the amount of the substantial and segregable construction activity is more than \$5 million.

H.48 DBA LABOR RATES AND ADJUSTMENT TO FIXED HOURLY LABOR RATES

(a) In accordance with the requirements in the Section I clause entitled "DAVIS-BACON ACT (FAR 52.222-6)," every contract in excess of \$2,000, to which the United States or the District of Columbia is a party, for construction, alteration, and/or repair, including painting or decorating, of public buildings or public works of the United States, and which requires or

involves the employment of mechanics and/or laborers, shall contain the Davis-Bacon Act Minimum Wage Determinations to be paid various classes of laborers. These wages are based upon the wages that are determined by the Secretary of Labor to be the prevailing wages for the corresponding classes of laborers or mechanics employed on projects of a character similar to the contract work, in the city, town, village, or civil subdivision of the State in which the work is to be performed. The contractor may not pay those various classes of laborers less than the prevailing wages contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof.

(b) The contractor may satisfy this payment obligation by any combination of wages and fringe benefits (non-cash and/or cash) that in total equal or exceed the DBA required minimum wage plus fringe benefits. For example, if for a certain labor category the DBA minimum wage is \$8.00/hour and fringe benefits are \$2.00/hour, the Contractor can satisfy the payment obligation in any of the following ways:

Example	Employee Actual Wage Rate	Non-Cash Fringe Benefits	Additional Cash Wage	Cash Equivalent Total
A	\$8.00/hr.	\$2.00/hr.	\$0.00/hr.	\$10.00/hr.
B	\$9.00/hr.	\$1.00/hr.	\$0.00/hr.	\$10.00/hr.
C	\$7.50/hr.*	\$2.50/hr.	\$0.00/hr.	\$10.00/hr.
D	\$10.00/hr.	\$1.00/hr.	\$0.00/hr.	\$11.00/hr.
E	\$7.50/hr.*	\$1.50/hr.	\$1.00/hr.	\$10.00/hr.
F	\$8.50/hr.	\$1.00/hr.	\$0.50/hr.	\$10.00/hr.

*Any overtime must be compensated at 1-1/2 times the DBA minimum of \$8.00/hour.

The Contractor is responsible on an employee-by-employee basis to determine if an additional cash wage is due.

(c) Adjustments to the Hourly Fixed Labor Rate: The hourly fixed labor rate of a specific labor category will be adjusted upward for performance at a particular site if application of the DBA rates to the specific labor category would result in the need for such a positive adjustment. The following example will illustrate this situation:

Hourly Fixed Labor Rate Category:	Laborer	
Hourly Fixed Labor Rate Breakdown:	Raw Wage plus Fringe Benefits	\$9.00/hour
	Other Indirect Costs & Profit	\$8.00/hour
Hourly Fixed Labor Rate:		<u>\$17.00/hour</u>
DBA Required Compensation:	Raw Wage	\$8.00/hour
	Fringe Benefits (\$ equivalent)	\$2.00/hour
	Raw Wage & Fringe Benefit	<u>\$10.00/hour</u>

(d) The DBA wage plus fringe (\$10.00/hour) exceeds the wage plus fringe component of the Laborer Category (\$9.00/hour) by \$1.00. The Hourly Fixed Labor Rate for the Laborer category will be adjusted upward by this positive differential (\$1.00/hour) since it exceeds the wage plus fringe benefit

component of the Laborer Category (\$9.00/hour). The Fixed Hourly Labor Rate for the Laborer Category will be adjusted upward by this positive differential (\$1.00/hour), plus 10% of the differential (10% of \$1.00) to compensate for additional payroll taxes and unemployment insurance which are due on the increase of \$1.00/hour. The adjusted Hourly Fixed Labor Rate for the Laborer Category is computed as follows:

Unadjusted Hourly Fixed Labor Rate	\$17.00/hour
Positive Differential	1.00/hour
10% of Differential	.10/hour
Adjusted Hourly Fixed Labor Rate	<u>\$18.10/hour</u>

See the Section B clause entitled "ADJUSTMENTS TO HOURLY FIXED LABOR RATES" for implementation procedures.

(e) If the Raw Wage plus Fringe Benefit component of the Hourly Fixed Labor Rate for a specific labor category equals or exceeds the DBA required Raw Wage plus Fringe Benefit (\$ equivalent), no adjustment to the Hourly Fixed Labor Rate shall be made. However, if any individual employee's Raw Wage plus Fringe Benefit is less than the required Raw Wage plus Fringe Benefit (\$ equivalent), the Contractor shall be responsible for compensating such employee to at least the DBA required amount.

(f) This provision also applies to any Team Subcontractor and/or Joint Venture Partner(s) and its employees.

H.49 CONTRACTOR PERFORMANCE MEETINGS

The Government will schedule mandatory annual meetings at the Region 5 office to discuss the Contractor's performance and contract management issues. The Government reserves the right to initiate intermittent performance/contract management meetings as situation warrant during performance of the contract. These meetings shall be coordinated by the Project Officer. The Contractor shall be required to attend.

H.50 ANNUAL INCURRED COST SUMMARY FOR MATERIALS/OTHER DIRECT COSTS/SUBCONTRACTS

(a) For the purposes of this clause, the Contractor's fiscal year is **TO BE DETERMINED**

(b) Within 90 calendar days after the end of the Contractor's fiscal year, the Contractor shall submit to the Contracting Officer a report summarizing claimed costs for materials, other direct costs, and subcontracts for each task order covered by the fiscal year being reported. This report shall be consistent with the incurred cost submission required under the Section I clause entitled "ALLOWABLE COST AND PAYMENT (FAR 52.216-7)" and the Section G clause entitled "INDIRECT COSTS (EPAAR 1552.242-70) (DEVIATION).". The costs to be reported include the costs described in paragraph (b)(1) through (b)(4) of the Section G clause entitled "PAYMENTS -- FIXED RATE SERVICES CONTRACTS (EPAAR 1552.232-73)."

(c) Annual Incurred Cost Audits of the contractor's materials, other direct costs, subcontracts, and any applicable material handling charge will be conducted by the cognizant auditing agency upon receipt of the Contractor's

fiscal year submission.

(d) The Contractor shall make timely submission of its fiscal year indirect cost rate proposals (i.e., material handling charge) as required by paragraph (d) of FAR 52.216-7 so that these rates can be incorporated into the annual incurred cost submission.

(e) Upon completion of the audit review, the Contractor and the EPA CO will resolve audit and any other outstanding issues including any added amounts found by the CO to be unallowable. If for any reason an agreement cannot be reached, the CO will determine final costs using all relevant information available. This decision shall be final unless appealed. Any appeal submitted in response to this determination will be treated in accordance with the "Disputes" clause of this contract.

(f) Task Orders that cross fiscal years and remain active beyond the period reported on will be subject to an interim upward or downward adjustment until final work is completed and reported in subsequent periods. Task Orders completed and resolved during this process will have their funding levels adjusted accordingly.

H.51 DRUG FREE WORKFORCE

(a) Definitions. As used in this clause, the terms "controlled substance", "employee", and "directly engaged" are as defined in FAR 23.503.

(b) (1) In addition to the requirements of FAR Subpart 23.5 entitled "Drug-Free Workplace", the Contractor shall test employees for the use of marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), and any other controlled substances as directed by the Contracting Officer. With respect to those employees who have been previously tested for the specified controlled substances, only those employees who have been tested within 90 calendar days prior to being directly engaged in the clean-up and/or related activities and whose test results were negative for the presence of the specified controlled substances shall be permitted to be directly engaged in the clean-up and/or related activities..

(2) Upon execution of this contract, the Contractor is to begin testing employees who are currently directly engaged in performance of clean-up and/or related activities and results are to be received by the Contractor within seven calendar days of the test. Employees who refuse to take the test will be prohibited from performing any clean-up and/or related activities under this contract. Employees who take and fail the test will be prohibited from performing any clean-up and/or related activities under the contract.

Employees to be assigned in the future to perform clean-up and/or related activities must test negative for the presence of the specified controlled substances prior to being assigned by the Contractor to perform such work.

(3) The Contractor's testing program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR Part 40, "Procedures for Transportation Drug Testing Programs." References to "DOT" shall be read as "EPA" and the split sample method of collection shall be used. The Contractor's program shall prohibit

any employee from working on the site or perform any clean-up or related activity if the employee is determined under the Contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.

(4) The use of a controlled substance in accordance with the terms of a valid prescription or other uses authorized by law shall not be subject to the requirements of this clause.

(c) The Contractor shall ensure that no employee directly engaged in clean-up and/or related activities is intoxicated or impaired.

(d) The Contractor shall insert a clause substantially the same as this clause, including this paragraph (d), in all subcontracts in which work is to be performed at or related to the **(insert name of site)**.

H.52 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (EP-S 00-02) (SEP 2000)

The Task-Order and Delivery-Order Ombudsman for this contract is:

Name:	<u>Corinne M. Sisneros</u>
Address:	<u>1200 Pennsylvania Avenue, N.W. 3801R</u> <u>Washington, D.C. 20460</u>
Telephone Number:	<u>(202) 564-4321</u>
Facsimile Number:	<u>(202) 565-2473</u>
E-Mail Address:	<u><sisneros.corinne@epa.gov></u>

H.53 RAPID RESPONSE TIMES

The contractor may be tasked to provide rapid response services approximately twenty (20) percent of the time. The Contractor will be paid and shall invoice at the rates specified in B.6 through B.9 only when the Government specifically tasks the contractor to provide services within 2 to 12 hours.

The contractor shall provide requested rapid response services within two (2) hours of the receipt of a written or verbal tasking order for the following Region 5 areas:

St. Louis County, Minnesota, South of Latitude 47
 Carlton County, Minnesota
 Anoka County, Minnesota
 Hennepin County, Minnesota
 Ramsey County, Minnesota
 Milwaukee County, Wisconsin
 Waukesha County, Wisconsin
 Lake County, Illinois
 Cook County, Illinois
 Dupage County, Illinois
 Madison County, Illinois
 St. Clair County, Illinois
 Will County, Illinois
 Kane County, Illinois
 Porter County, Indiana

Lake County, Indiana
 Marion County, Indiana
 Saginaw County, Michigan
 Bay County, Michigan
 Midland County, Michigan
 Oakland County, Michigan
 Macomb County, Michigan
 Wayne County, Michigan
 Monroe County, Michigan
 Lucas County, Ohio
 Cuyahoga County, Ohio
 Franklin County, Ohio
 Hamilton County, Ohio

The contractor shall provide requested rapid response services within twelve (12) hours of the receipt of a written or verbal tasking order for the following Region 5 area:

Northwest Minnesota, North of Latitude 47

The contractor shall provide requested rapid response services within eight (8) hours of the receipt of a written or verbal tasking order for the following Region 5 area:

Upper Peninsula of Michigan

The contractor shall provide requested rapid response services within two (2) to twelve (12) hours of the receipt of a written or verbal tasking order for all other areas of Region 5 not specified above.

H.54 AUTHORITY TO TAKE DIRECTION

The Contractor agrees to make whatever arrangements are necessary to ensure that there is someone on-scene at all times with the authority to take technical direction from the FOSC and to manage the activities being performed. If work is being performed solely by personnel provided by Team Subcontractors and/or Joint Venture Partners and there is no on-scene presence of a representative from the prime Contractor's firm, the Contractor agrees to provide such subcontractor(s) with the authority to take direction as its agent and to make decisions on behalf of the Prime Contractor.

H.55 PERFORMANCE BASED TASK ORDERS

Some task orders under this contract may be negotiated and issued on a performance based basis. The issuance of a performance based task order means the contractor will have greater flexibility in its approach to accomplishing the task order, and that the Government will exert less direction on how the work is to be performed. This concept should allow the contractor greater latitude to work in a manner best suited for innovation and creativity, while ultimately providing services that meet or exceed the performance standards. The primary emphasis will be on the satisfactory completion of the task order, not the Government directing the Contractor in the methodology used in performing the services.

When performing performance based task orders, the Government may elect to have the contractor submit a Daily Work Proposal for review, negotiation and

approval versus the On Scene Coordinator (OSC) issuing a Daily Work Order. The OSC may specify the activities to be performed and the Contractor specify the personnel, equipment, material, means of accomplishing the activities, and propose a daily work goal. The Daily Work Proposal prepared by the Contractor shall be subject to negotiation and approval by the OSC.

Under such a performance based task order, the Government will define its performance requirements in the statement of work. Specific performance standards will be established for those performance requirements. Specific tasks will be left to the contractor's discretion as to how the work is to be accomplished in the most effective, desirable and cost efficient manner. A surveillance plan to measure performance will be established. Incentives or disincentives may also be established for any such performance based task orders issued.

Performance based task orders may be issued on either a time-and-material basis or a firm fixed price basis. In addition to a complete task order being issued on a performance basis, individual distinct tasks/elements of a Task Order may be negotiated on a performance basis. Such tasks as Treatment and Disposal and On-Site Treatment may be negotiated on a performance basis.

H.56 FIXED PRICE TASK ORDERS

Although this is an Indefinite Delivery/Indefinite Quantity, Time and Material Contract, there may be instances where Firm Fixed Price Task Orders may be issued. In those instances, in addition to the clauses previously incorporated herein, Task Orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are hereby incorporated into the contract by reference.

52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-15	APR 1984	PROGRESS PAYMENTS NOT INCLUDED
52.232-32	FEB 2002	PERFORMANCE-BASED PAYMENTS (Only applicable to Firm Fixed Price Performance Based Task Orders)
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.243-1	APR 1984	CHANGES-FIXED-PRICE Alternate I
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-2	APR 1984	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) Alternate I
52.246-4	AUG 1996	INSPECTION OF SERVICES-FIXED-PRICE
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE (FIXED PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICES)

H.57 ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE

Although this is a service contract, there may be instances where the Contractor shall obtain and/or provide construction-type, dismantling, demolition, or removal of improvements, services in order to complete site specific clean-up work. In those instances, the task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are hereby incorporated into the contract by reference.

NUMBER	DATE	TITLE
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-6	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8	APR 1984	OTHER CONTRACTS
52.236-9	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURE, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION
52.236-12	APR 1984	CLEANING UP
52.236-13	NOV 1991	ACCIDENT PREVENTION
52.236-13	NOV 1991	ACCIDENT PREVENTION - ALTERNATE I
52.236-18	APR 1984	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS
52.236-19	APR 1984	ORGANIZATION AND DIRECTION OF THE WORK

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS ALTERNATE I (MAY 2001)
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.216-7	FEB 2002	ALLOWABLE COST AND PAYMENT
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	AUG 1996	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS

		ACT--OVERTIME COMPENSATION
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND
		VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH
		DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON DISABLED VETERANS AND
		VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE
		CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE
		YEAR AND OPTION CONTRACTS)
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND
		MATERIAL SAFETY DATA
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND
		MATERIAL SAFETY DATA ALTERNATE I (JUL 1995)
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-1	MAY 2002	BUY AMERICAN ACT -- BALANCE OF PAYMENTS
		PROGRAM -- SUPPLIES
52.225-5	FEB 2002	TRADE AGREEMENTS
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-1	JUN 2000	UTILIZATION OF INDIAN ORGANIZATIONS AND
		INDIAN-OWNED ECONOMIC ENTERPRISES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND
		COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN
		1987)
52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.228-11	FEB 1992	PLEDGES OF ASSETS
52.228-12	OCT 1995	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR
		BONDS
52.228-15	JUL 2000	PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S.
		POSSESSIONS OR PUERTO RICO
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-7	FEB 2002	PAYMENTS UNDER TIME-AND-MATERIALS AND
		LABOR-HOUR CONTRACTS
52.232-7	MAR 2000	PAYMENTS UNDER TIME-AND-MATERIALS AND
		LABOR-HOUR CONTRACTS ALTERNATE I (MAR 2000)
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS
		TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)

52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the ceiling price of the contract;

(2) Any order for a combination of items in excess of the ceiling price of the contract;

(3) A series of orders from the same ordering office within (3) three days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (1) one day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders

issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after (90) ninety days beyond the expiration date of the contract.

I.6 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.7 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is

exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference. {time} Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.8 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998) ALTERNATE I (OCT 1998)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10% to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.9 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi shift operations or by employing additional personnel.

I.10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class

Monetary Wage-
Fringe Benefits

Heavy Equipment Operator	\$21.56
Laborer	\$12.13
Environmental Technician	\$19.19
Truck Driver, Light	\$10.94
Truck Driver, Medium	\$17.64
Truck Driver, Heavy	\$18.49

I.11 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

I.12 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the ACO listed in the Section G clause entitled, CONTRACT ADMINISTRATION REPRESENTATIVES.

I.13 BUY AMERICAN ACT -- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FAR 52.225-11) (JUL 2002) DEVIATION

(a) *Definitions.* As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan, Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

"Designated country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed. United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) *Construction materials.* (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b) (3) and (b) (4) of this clause.

(3) The requirement in paragraph (b) (2) of this clause does not apply to the construction materials or components listed by the Government as follows:

NONE

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b) (3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	-----	-----	-----
Domestic construction material	-----	-----	-----
<i>Item 2:</i>			
Foreign construction material	-----	-----	-----
Domestic construction material	-----	-----	-----

[List name, address, telephone number, and contact for suppliers surveyed.

Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

*[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

**I.14 NOTICE OF BUY AMERICAN-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
(FAR 52.225-12) (MAY 2002)**

(a) *Definitions.* "Construction material," "designated country construction material, domestic construction material," "foreign construction material," and "NAFTA country construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b) (4) (i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b) (3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

I.15 CONTINUITY OF SERVICES (FAR 52.237-3) (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorated portion of the fee (profit) under this contract.

I.16 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.17 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.18 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.epa.gov/oam/ptod/epaar.pdf>

I.19 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.20 ADDITIONAL CONTRACT CLAUSES INCORPORATED BY REFERENCE

Although this is a service contract, there may be instances where the Contractor shall obtain and/or provide construction-type services in order to complete site specific clean-up work. In those instances, the task orders will be subject to the following Federal Acquisition Regulation (FAR) clauses which are hereby incorporated into the contract by reference.

<u>FAR NUMBER</u>	<u>DATE</u>	<u>CLAUSE TITLE</u>
52.222-6	FEB 1995	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	FEB 1988	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	FEB 1988	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION-DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-16	FEB 1988	APPROVAL OF WAGE RATES
52.222-23	APR 1984	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY COMPLIANCE
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-5	MAY 1997	BUY AMERICAN ACT-CONSTRUCTION MATERIALS
52.227-4	APR 1984	PATENT INDEMNITY-CONSTRUCTION CONTRACTS
52.228-2	JUN 1996	ADDITIONAL BOND SECURITY
52.228-11	FEB 1992	PLEDGES OF ASSETS
52.228-15	SEP 1996	PERFORMANCE OF PAYMENT BONDS-CONSTRUCTION
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-18	APR 1984	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS

52.236-19

APR 1984

ORGANIZATION AND DIRECTION OF WORK

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

ATTACHMENT NO.	TITLE
1.	Statement of Work
2.	A. EPA Requirements for Quality Management Plans (EPA QA/R-2) B. EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations (EPA QA/R-5) C. Guidance on Quality Assurance Project Plans (QA-G5), dated February 1998 Attachments 2A-2C see http://www.epa.gov/quality D. Instructions on the preparation of a Superfund Division Quality Assurance Project Plan
3.	EPA Form 1900-55, Contractor's Daily Cost Report
4.	Invoice Preparation Instructions
5.	Site Specific Invoicing Requirements
6.	Service Contract Act Wage Determinations
7.	Client Authorization Letter
8.	Past Performance Questionnaire
9.	Annual Allocation Report
10.	SF 294, Subcontracting Report, October 1996
11.	SF 295, Summary Subcontract Report, October 1996

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal

income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ havenot ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; **[This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]**

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

[This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]

(D) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) (A) **[This paragraph (a)(1)(ii) is stayed indefinitely.]** The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has * has not * within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under

this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged

business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-19) (OCT 2000)

(a) *Definition.* "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification system (NAICS) code assigned to a contracting opportunity.

(b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]* The Offeror [] is, [] is not an emerging small business.

(c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]* Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenue</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million

_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

K.8 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (FAR 52.219-21) (MAY 1999)

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). *[Check one of the following.]*

<u>No. of Employees</u>	<u>Avg. Annual Gross Revenues</u>
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

K.9 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by

the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.10 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.11 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.12 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.13 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic

chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.15 BUY AMERICAN ACT CERTIFICATE (FAR 52.225-2) (MAY 2002)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.16 TRADE AGREEMENTS CERTIFICATE (FAR 52.225-6) (FEB 2000)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

LINE ITEM NO	COUNTRY OF ORIGIN
--------------	-------------------

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The, Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

K.17 ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.18 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in

Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states *[offeror check appropriate block]*--

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.19 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will

be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a) (3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.20 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

K.21 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.22 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive

payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.23 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

**K.24 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1)
(FEB 1999) DEVIATION**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.247-6	APR 1984	FINANCIAL STATEMENT

L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)

(a) *Definitions.* As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (I) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (I) and (c) (1) (ii) of this provision.

(2) The first page of the proposal must show-

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this

offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or

schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.4 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and

its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Time-and-Materials contract resulting from this solicitation.

L.6 SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

L.7 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FAR 52.222-24) (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier

subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.8 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Robert J. Dumelle

Hand-Carried Address:
Acquisition Section, 10th Floor
Mailcode: MC-10J
77 West Jackson Blvd.
Chicago, IL 60604

Mailing Address:
U.S. EPA - Region 5
Acquisition Section
Mailcode: MC-10J
77 West Jackson Blvd.
Chicago, IL 60604

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.9 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) *Definitions.* As used in the provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x 40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an

average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.10 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting [*64929] the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.epa.gov/oam/ptod/epaar.pdf>

L.11 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the provision.

(b) The use in this solicitation of any Environmental Protection Agency (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

L.12 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of

interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.13 USE OF DOUBLE-SIDED COPYING IN SUBMISSION OF PROPOSALS (EP 52.210-155) (JUL 1990)

(a) For the purpose of this clause, "double sided copying" means copying two one-sided originals on to the front and back side of one sheet of paper.

(b) Unless otherwise directed by the Contracting Officer, offerors shall use double-sided copying to reproduce all bids or proposals in response to this solicitation.

L.14 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of July 20th 2003.

L.15 ADDITIONAL PROPOSAL SUBMISSION INSTRUCTIONS

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding proposal submission and late proposals. Please note that there are distinct addresses designated for proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service proposals while Block 8 indicates the address specified for receipt of proposals sent by U.S. Mail. Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Offerors are also responsible for allowing sufficient time for the proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for proposal receipt on time. Failure to timely deliver a proposal to the EPA Region 5 Acquisition Section on the 10th Floor of the Ralph Metcalfe Federal Building, which is the location designated for proposal receipt in blocks 7 and 8 of the SF 33, will render the proposal "late" in accordance with FAR 15.208 and disposition of the proposal will be handled in accordance with FAR 15.208 and 52.215-1. Offerors are cautioned that receipt of a proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the EPA Region 5 Acquisition Section on the 10th Floor of the Ralph Metcalfe Federal Building (METCALFE BUILDING), Mail Code MCC-10J. Because EPA adheres to a centralized mail delivery system, any proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility in the Metcalfe Building, and then subsequently routed to the Acquisition Section located on the 10th floor.

The Acquisition Section, located on the 10th floor Metcalfe Building, is not co-located with the mail handling facility. Proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the Acquisition Section on the 10th Floor of the Metcalfe Building. Offerors electing to utilize the U.S. Mail for proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the Acquisition Section.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

Region 5's Acquisition Section, the designated place for receipt of hand delivered proposals is located on the 10th floor of the Ralph Metcalfe Federal Building, 77 W. Jackson Blvd., Chicago, IL. The hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, then check in at the receptionist desk located on the 10th floor. Proposals not properly addressed will be collected by the receptionist, and routed to the Acquisition Section through EPA's internal mail distribution system, which will delay receipt of the proposal in the Acquisition Section.

d. Overnight Delivery Services- SF 33 Block 7

Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Metcalfe Building, and not directly to the Acquisition Section designated for receipt of proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Metcalfe Building for internal distribution, including distribution to the Acquisition Section. It is important to recognize that regardless of whether the Acquisition Section is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly Acquisition Section. Because proposals must be physically received at the Acquisition Section to be considered officially received, offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their proposals will be officially received on time. Offerors remain responsible for the timely delivery of their proposals to the Acquisition Section.

e. Proposal Submission Labels

Your labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

United States Environmental Protection Agency
 Region 5
 Acquisition Section, Mail Code MCC-10J
 77 West Jackson Boulevard
 Chicago, IL 60604

Specified Date and Time for Receipt of Bids/Proposals: Date Time
 Solicitation Number: _____
 Offeror's Name and Address: _____

For Other Than US MAIL

U.S. Environmental Protection Agency
 Region 5
 Acquisition Section, Mail Code MCC-10J
 Ralph Metcalfe Federal Building, 10th
 77 West Jackson Boulevard
 Chicago, IL 60604

Specified Date and Time for Receipt of Proposals: Date Time
 Solicitation Number: _____
 Offeror's Name and Address: _____

L.16 INSTRUCTIONS FOR PREPARATION OF PROPOSALS

The offeror must submit:

- Volume I - Pricing Proposal,
- Volume II - Business Proposal - Plans,
- Volume III - Business Proposal - Technical,
- Volume IV - Other Written Information, and
- Volume V - Oral Presentation Information

prior to the date listed in block 9 of the (SF) 33. The Government encourages the offeror to contact the Contract Specialist, **(IN WRITING ONLY)** By: facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

(a) The Government warns the offeror that taking exception to any term or condition of the RFP (including submitting any alternate proposal that requires relaxation of a requirement) will make an offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to any term or condition.

(b) The Government will consider any exception to any term or condition of the RFP to be a deficiency, as defined in FAR 15.301,

Definitions. If an offeror plans on taking an exception to a term or condition of the RFP, the offeror should consult with the Contracting Officer prior to submitting an offer.

(c) Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors after establishment of the competitive range as prescribed in FAR 15.306(d). The Government, if necessary, may permit offerors to revise their offers as prescribed in FAR 15.307, Proposal revisions. The Government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206, Amending the solicitation.

(d) An offeror may eliminate any deficiency in its offer only through communications, as defined in FAR 15.306, Exchanges with offerors after receipt of proposals. The extent of such communications are explained in FAR 15.306(b)(1), (2), (3), and (4). However, the Government intends to award a contract without discussions, as authorized by FAR 15.306(a)(3).

The offeror must submit the following in writing to the Contracting Officer prior to the date listed in block 9 of the SF 33.

(e) **Volume I- Pricing Proposal.**

(1) The offeror must submit a pricing proposal. The government will evaluate the price proposal as part of the government's price analysis. The offeror must submit an original and five (5) copies of the following information in three-ring binders which are identified by the solicitation number and the words "**VOLUME I - PRICING PROPOSAL.**" Submission of "**VOLUME I - PRICING PROPOSAL**", will constitute the offeror's promise to comply with the terms and conditions of the RFP at the proposed prices.

(a) Standard Form 33, with Blocks 12 through 18 completed by the offeror;

(b) RFP Sections B through I, the offeror's proposed prices inserted in the appropriate blank spaces, and complete contractor-required fill-ins of applicable clauses;

(c) Cost or Pricing Data or Information Other than Cost or Pricing Data which supports the offeror's proposed material handling charge or indirect rate (percentage), in accordance with the contractor's accounting system;

(d) RFP Section K, Certifications, Representations, and Other Statements, completed by the offeror and each team subcontractor;

(e) Copies of Collective Bargaining Agreements, if applicable;

(f) A copy of the company's existing written payroll policy; and

(g) A copy of its accounting policy with respect to the accounting for overtime premiums, as well as an example of the overtime rate calculation.

(h) A copy of its accounting policy with respect to the accounting

for equipment items.

(f) **Volume II - Business Proposal - Plans**

(1) The offeror shall submit a Business Proposal - Plans. The government will evaluate the items in paragraphs (a) through (f) as acceptable or unacceptable. The offeror shall submit an original and five (5) copies of the following information in three-ring binders which are identified by the solicitation number and the words "**VOLUME II - BUSINESS PROPOSAL - PLANS**":

(a) Confidential Business Information (CBI) Plan (reference Section L clause, MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION);

(b) Conflict of Interest Plan (reference Section L clause, MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS;

(c) Health and Safety Plan (reference Section L clause, MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLANS;

(d) Professional Employee Compensation Plan (reference the Section L provision entitled, EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES;

(e) Subcontracting Program Plan for Utilization of Small Business and Small Disadvantaged Business Concerns (reference the Section L provision entitled, SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS;

(f) Quality Management Plan and Quality Assurance Project Plan (reference Attachments 2A, EPA Requirements for Quality Management Plans (EPA QA/R-2), 2B, EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations (EPA QA/R-5), and 2C, Guidance on Quality Assurance Project Plans (QA/G5)).

(g) **Volume III - Business Proposal - Technical**

(1) The offeror shall submit a Business Proposal - Technical. The government will evaluate the items in paragraphs (a) through (f) in accordance with the Section M Provision entitled EVALUATION FACTORS FOR AWARD. The offeror shall submit an original and five (5) copies of the following information in three-ring binders which are identified by the solicitation number and the words "**VOLUME III - BUSINESS PROPOSAL - TECHNICAL**":

(a) The offeror shall submit past performance information in accordance with the Section L provision entitled PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75). The offeror shall complete the top portion of the Past Performance Questionnaire (**Attachment 8**) for each reference and include it as part of this submission, **or the offeror may provide a list of references with current Point of Contract's; Phone Number, e-mail addressee and fax number, a minimum of 20 references will be acceptable.**

The EPA is requesting offerors to submit Past Performance Questionnaires and Client Authorization letters 2 weeks before the RFP Closing date, (however this information is not due until the RFP Closing date). This will enable the

EPA to accelerate the evaluation process in order to meet and fulfill mission requirements. Non-compliance of the request will not deem an offeror as non-responsive, but receipt of an offeror's past performance information after the exact time specified for receipt of offers will render the entire offer late.

(b) Resumes and Letters of Intent for Key Personnel. The offeror shall submit Resumes and Letters of Intent for Key Personnel. The resumes and commitment letters for key personnel, shall contain the following information: proposed job title; academic qualifications and dates thereof; complete experience record showing employer, title, and specific duties performed, responsibilities, and assignments by years, beginning with the present and work backwards; and the experience the individual had in performing tasks for which he/she is being proposed. Resumes shall not exceed five (5) pages in length. Commitment letters, signed by each of the proposed key personnel, shall not exceed one (1) page in length and shall include percentage of time available, date available to start work under this contract, and any contingencies.

(c) Small Disadvantaged Business Participation. The offeror shall submit the information in accordance with the Section L provision entitled SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM.

(h) Volume IV - Other Written Information.

(1) The offeror shall submit Other Written Information. The offeror shall submit an original and five (5) copies of the following information in three-ring binders which are identified by the solicitation number and the words "**VOLUME IV - OTHER WRITTEN INFORMATION**". This information will not constitute part of an offer and will not become part of any contract resulting from this RFP, unless the Government and offeror agree to make it a part of an offer.

(a) Financial Information. The offeror shall submit a current financial statement in accordance with the Section L Clause entitled "General Financial and Organizational Information" for the prime contractor and team subcontractors.

(b) Divisions/Subsidiaries/Parent/Affiliated Companies. The offeror shall submit the name(s) and location(s) of each affiliate if other divisions, subsidiaries, parent, or affiliated companies will perform work or furnish materials under any resultant contract. In addition, the offeror shall provide its intercompany pricing policy. This information shall be submitted for the prime contractor only.

(c) Letters of Intent for Prospective Team Subcontractor(s). The offeror shall submit letters of intent for each prospective team subcontractor. A Disclosure Statement or Certificate relating to Cost Accounting Standards shall be attached to each letter of intent for each team subcontractor, if such data is required by other terms and conditions of the solicitation.

(d) Client Authorization Letters. The offeror shall submit ONE copy of each Client Authorization Letter (**Attachment 7**). These copies shall be included in the binder containing the originals of the information requested above.

(i) Volume V - Oral Presentation Information

Offerors must submit their oral presentation transparencies (See L Provision titled, Oral Presentations, for more information about the required oral presentations) and six (6) sets of paper copies in three-ring binders to the Government with their offers. Double-sided copies of the transparencies must be provided. Offerors may not change their presentation transparencies after this submission. The Government will furnish the transparencies to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

L.17 ORAL PRESENTATIONS

Once the Government receives the information in Section L provision, Instructions for Preparation of Proposals, the government may schedule every offeror to:

Make an oral presentation consisting of an introduction, responses to scenarios, a pop quiz (Not-To-Exceed 6 questions), question and answer session, and if necessary, clarifications.

The offeror will make their presentation to the government evaluation team.

(1) The sole purpose of the oral presentation is to test an offeror's understanding of the work that the Government will require under the prospective contract.

(2) Oral presentations are not part of the offer and are not themselves offers. The Government will conduct oral presentations in accordance with FAR 15.102, Oral presentations. Oral presentations will constitute as communications as defined by FAR 15.306(b) and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or best and final offers. Statements made by the offeror during oral presentations will not become a part of any contract resulting from this RFP, unless the Government and an offeror agree to make them a part of an offer. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations.

(3) Ground Rules.

(a) Timing. Oral presentations will commence two (2) weeks after closing date of for Receipt of Proposals. The Contracting Officer will notify offerors of the scheduled date, time and location of their presentation within one (1) week of receipt of offers.

(b) Rescheduling. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

(c) Presentation Attendees. An offeror shall send no more than six (6) persons to the presentation. This number shall include no more

than two (2), nonpresenting company officials. The presentation **MUST** be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis. The Program Manager (Point of Contact), who will have full time operational responsibility for contract performance, must be present to answer questions directed to the individual during the pop quiz, question and answer session, and clarifications.

(4) Topics.

(a) Introduction. The offeror should provide some information about itself as a firm, briefly describing its organization, history, products and services. **The time limit for the introduction is 15 minutes.**

(b) Scenarios. **The time limit for presenting the two scenarios is two (2) hours.**

(1) Scenarios 1 and 2 are representative examples of the types of work which the offeror could be tasked to respond to under the prospective contract. The offeror shall orally present a comprehensive work plan appropriate to each scenario. The offeror shall provide a comprehensive presentation of each element of the work plan orally. It is assumed, unless otherwise stated, that the Superfund Technical Assessment and Response Team (START) contractor has assisted the FOSC with investigations, extent-of-contamination sampling and analysis, and initial site planning. The work plans shall include:

(A) Any assumptions or inferences made;

(B) The approach to both the short-term and long-term responses, including a description of the technical methods, analytical needs, and stabilization, treatment and/or disposal approach. A short-term response is defined as including those activities required to mitigate the immediate off-site migration of containment and to take all necessary actions to protect the public health and the environment. A long-term response is defined as the activities required to achieve the final objectives of the task order.

(C) The types and amounts of labor, equipment, materials, sampling and analytical plans including data validation required to implement your approach;

(D) A site safety plan, including decontamination procedures and emergency procedures;

(E) The subcontracting needs and procedures to solicit and award subcontracts;

(F) The cost control procedures for the scenario being presented;

(G) The immediate and ongoing methods of communication with the FOSC about approaches and progress;

(H) Your pertinent past performance as it relates to the scenario being presented;

(I) In addition, for Scenario 1 only, the offeror shall present a site-specific Quality Assurance Project Plan (QAPP), per EPA Requirements for QA Project Plans (EPA QA/R-5). The plan shall address Quality Assurance (QA) program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks and frequency documentation, and other factors that may affect the known quality of environmental data.

(2) Scenario 1 -

Train Derailment and Groundwater Contamination (Part 1 - Train Derailment)

U.S. EPA and START respond to a train derailment just outside a subdivision within a mile or two of a local community. The area immediately adjacent to the tracks at the derailment site consists of wooded wetlands, open fields, and several ditches. The cause of the derailment has not been determined. At least six railcars have derailed. Diesel fuel from the locomotive engine (5,000 gallon capacity) has spilled out into the wooded wetland area. In addition, a tank car carrying vinyl chloride (20,000 gallon capacity) has ruptured and the contents are leaking into the nearby fields and ditches. A LPG railcar has also derailed and appears to be severely damaged. The other three derailed cars are reported to contain nonhazardous materials.

The railroad has indicated to the U.S. EPA that their corporate emergency response team was deployed to a larger derailment in another area of the country the evening prior to this derailment. Without the availability of the corporate response team, the railroad is attempting to respond to the current derailment with various subcontractors. While the subcontractors have been able to begin installing an access road to the scene of the derailment, no significant attempts have been made to mitigate the releases to the environment. Attempts to contact the chemical manufacturers for assistance have been futile. U.S. EPA immediately mobilizes ERRS.

ERRS arrives on-site approximately 5 hours after the derailment. U.S. EPA tasks ERRS to address the recovery of the diesel fuel and the vinyl chloride. U.S. EPA also tasks ERRS to further evaluate the status of the LPG railcar. The railroad has mobilized contractors to right the railcars and reopen the tracks as soon as possible.

Train Derailment and Groundwater Contamination (Part 2 - Groundwater Contamination)

Six months have passed since the train derailment. Mr. Bret Favre, a Geology professor at the local community college, is deciding whether or not to purchase a home in the subdivision adjacent to the train derailment site. There are several hundred homes in the subdivision, and all are on private wells. News accounts of the train derailment have explained the successful remediation and recovery of most of the spilled vinyl chloride. However, Mr. Farve requests that the seller provide him with a volatile organic compound analysis of the well water as a precaution. The analytical indicated vinyl chloride in the well water at 10 parts per billion (ppb). The U.S. EPA

Regional Groundwater Expert OSC has START resample the well the next day. The vinyl chloride detection in the well was confirmed via commercial analysis 48 hours later.

Since START funds were unavailable and the magnitude of the plume was unknown, U.S. EPA tasked the ERRS contractor to delineate the magnitude of the plume via residential well sampling, provide analytical services, and procure an appropriate alternate water supply and/or treatment option.

While the ERRS contractor was delineating the contamination plume, U.S. EPA contacted the railroad requesting their involvement in the project. The railroad claimed their liability only extended to the locomotives and the rail line. U.S. EPA also contacted the chemical company who manufactured the vinyl chloride involved in the derailment. Upon the advice of legal counsel, the chemical company declined to participate in the project at this time due to insurance considerations.

The results of the ERRS sampling effort indicated a widespread plume of vinyl chloride contamination ranging from the site of the train wreck to the furthest street in the subdivision. Vinyl chloride concentrations ranged from not detected to 50 ppb vinyl chloride in the residential wells. As the results were being evaluated, U.S. EPA determined that the alternate water supply and/or treatment previously supplied by ERRS was only a short-term solution. U.S. EPA tasked the ERRS contractor to investigate and suggest other permanent water supplies.

(3) Scenario 2 -

Chicago Anthrax

At 0630 on a Saturday morning, the ERRS contractor is issued a Task Order to respond to the scene of a hazardous materials incident in downtown Chicago. The weather is clear with temperatures between 30 to 40 F. When the Task Order is issued by EPA the contractor is provided with the following information and direction:

1. There are two suspected hot zones on scene, one at a hospital and one at a train station;
2. There are victims who are showing flu-like symptoms;
3. Local first responders, law enforcement, and EPA have been on scene collecting information for 12-24 hours;
4. Preliminary analytical data indicate the presence of *bacillus anthracis* spores at both hot zone locations.

When the ERRS Response Manager and cleanup crew arrive on scene, the EPA OSC provides them with the following information and work tasks:

1. Prepare and implement a site HASP;
2. Isolate contaminated areas;
3. Perform source reduction (hot spot cleanup) of contamination in the hospital emergency room;
4. Decontaminate the hospital emergency room to acceptable cleanup level;
5. Transport and dispose of wastes to an approved off-site facility.

Explain in detail how the previous five tasks would be performed.

(c) Pop Quiz. **The time limit for the pop quiz is thirty (30) minutes.** The offeror shall be prepared to respond to Not-To-Exceed six (6) questions based on the information presented during the oral presentation. The offeror will not be given a list of questions to be asked by the Government or allowed any time for preparation of responses to the Government's questions.

(d) Question and Answer Session. **The time limit for the question and answer session is fifteen (15) minutes.** The offeror shall be prepared to respond to questions based on the information presented during the oral presentation. The offeror will not be given a list of questions to be asked by the Government or allowed any time for preparation of responses to the Government's questions.

(e) Clarifications. **The time limit for clarifications, if required, is fifteen (15) minutes.** The government may require clarifications to: enhance the Government's understanding of a presentation; allow reasonable interpretation of the presentation; facilitate the Government's evaluation process; provide the offeror an opportunity to clarify the relevance of its corporate experience; or provide the offeror an opportunity to respond to adverse past performance information to which the offeror has not previously had an opportunity to respond.

The government will not use clarifications to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal or otherwise revise the proposal.

(f) Conclusion. **The time limit for this portion of the presentation is 15 minutes.** The offeror shall summarize the main points of its presentation and state why the Government should select the Contractor for contract award.

(5) Presentation Time Limits.

The presentation time limits are as follows:

Introduction:	15 minutes
Scenarios:	2 hours
Break:	15 minutes
Pop Quiz:	30 minutes
Break:	30 minutes
Question and Answer Session:	15 minutes
Clarifications, if required:	15 minutes
Conclusion:	15 minutes

The total amount of presentation time will be limited to 3 hours and 30 minutes. The Contracting Officer will strictly enforce this time limit. The Contracting Officer will be responsible for tracking the time and will notify the speaker when five minutes are remaining. The government will not evaluate any information provided beyond the specified time limits. A schedule for the oral presentation will be provided to offerors at the time their presentation is scheduled by the Contracting Officer.

(6) Presentation Media.

(a) Offers shall use 8 and ½ inch by 11 inch overhead transparencies (A PowerPoint presentation is acceptable also) to provide visual support for their presentations. Full size copies of each transparency (one slide per 8 and ½ by 11 inch page) shall be presented. The text must be black on a white background. Offerors may use other than black and white on graphical transparencies - e.g., bar charts or pie charts, etc. - when color is useful in conveying information. The Government will provide a transparency viewer. Offerors shall mark transparencies in accordance with FAR 52.215-1, Instructions to Offers - Competitive Acquisition, Subparagraph (e), as appropriate.

(b) The text must conform to the following specifications:

- (1) Font: Times New Roman;
- (2) Size of heading font: 44 points;
- (3) Size of main text line font: 32 points;
- (4) Size of sub text line font: 28 points; and
- (5) Lines of text per transparency (i.e., number of bullets): no more than eight.

(c) The above specifications of font sizes do not apply to captions and annotations on graphical transparencies, information such as organizational charts, forms, spreadsheets, forms, maps, and sketches. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the transparencies. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc., that may contribute to visual attractiveness but communicate no useful information.

(d) There is a 100 page limitation on the number of transparencies that an offeror may use. However, the Government will not consider the transparencies to be stand alone documents or evaluate the information on the transparencies except as visual aids to the presentation. When reviewing and evaluating oral presentations, the Government will not review any transparency that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the transparencies. The production and use of transparencies in excess of the 100 page limitation will not be read nor evaluated.

(e) Presentation Media. For the "Pop Quiz", the offeror may use offeror furnished overhead transparencies or flip chart/board. No computers will be allowed.

(7) Video and Audio Taping. The Government will video and audio tape the presentations and the tapes may be disseminated to authorized personnel within EPA only. The Government will provide the offeror with a video and audio tape copy of its own presentation, if requested, after contract award.

L.18 INSTRUCTIONS FOR THE PREPARATION OF COST OR PRICING PROPOSALS

(a) Cost or pricing proposal instructions.

(1) Offerors are directed to Section L clause INSTRUCTIONS FOR PREPARATION OF PROPOSALS, for information regarding the submission of their pricing proposal and to Section H clause entitled, RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. Pricing proposal information shall include a cover letter from the offeror indicating that this proposal is its official offer to the Government. The letter shall be signed by an official authorized to bind the offeror. The price proposal shall be considered to be firm for a period of not less than 180 days from the due date of the solicitation. The offeror shall submit one 3 and ½ inch IBM compatible computer disk with the offeror's proposed rates. The spreadsheet program preferred by the Government is Lotus 1-2-3, release 9.5 or earlier. Offeror may prepare the spreadsheet with another commercially available spreadsheet program. The offeror shall identify the program and version used to develop the spreadsheet on the diskette label. The offeror shall ensure that the computer disk contains all of the formulas and factors used in calculating the extended line item prices and the total proposed price. The offeror shall reproduce this format for the Base Period and Option Years 1, 2, and 3.

(2) Prior to developing the price proposal, offerors shall consider the terms and conditions of the Section B clauses, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT, and FIXED RATES FOR LABOR, EQUIPMENT AND OTHER ITEMS. The price proposal consists of the following elements:

(A) Personnel;

(B) Equipment; and

(C) Ceiling Rate (based on the figure provided by the Government for Materials, Other Direct Costs, and Subcontracts).

(3) Personnel. The estimated quantities for fixed rate labor are listed in Section B clause B, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT. If the offeror intends to propose the same rate for any of the listed categories (i.e. straight time and/or overtime), that rate shall be listed for each category. Offerors shall propose only one rate for each and every category of labor (i.e., straight time and/or overtime) in order to be considered for award. In the event that there is a difference between the unit prices (hourly fixed labor rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

(A) Offerors are required to submit a straight time loaded hourly fixed labor rate for each personnel category listed in Section B clause, FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT. The hourly fixed labor rate shall include wage/salary, fringe benefits, personal protection premiums, other indirect costs (i.e., overhead and General and Administrative (G&A) costs), all levels of personal protection, and profit, but these costs do not need to be broken out. Cost data is not required. An overtime hourly fixed labor rate shall be proposed for each labor category eligible for overtime.

The offeror shall propose overtime rates in a manner which

is consistent with its accounting system and provide a copy of its accounting policy with respect to the accounting for overtime premiums, as well as an example of the overtime rate calculation. Cost data is not required.

(B) The offeror's attention is directed to the requirements of the Section I clause entitled "SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989)". Employees subject to the Act must be compensated in accordance with the Act. At times, construction-type work may be required. Certain employees may then be subject to the Section I clause entitled "DAVIS BACON ACT (FAR 52.222-6) (FEB 1995)". When this occurs, the affected hourly fixed labor rates shall be adjusted in accordance with the Section H clause entitled, DBA LABOR RATES AND ADJUSTMENT TO HOURLY FIXED LABOR RATES; therefore, the Davis Bacon Act need not be considered when determining the wage component of the hourly fixed labor rates.

(C) The straight time and overtime hourly fixed labor rates shall be entered in the appropriate places in Section B clause, entitled FIXED RATES FOR SERVICES -- TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984), FIXED RATES - Base Period(NORMAL RESPONSE), FIXED RATES - OPTION YEAR 1 (NORMAL RESPONSE), FIXED RATES - OPTION YEAR 2 (NORMAL RESPONSE), FIXED RATES - OPTION YEAR 3 (NORMAL RESPONSE), FIXED RATES - Base Period (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR I (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR II (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR III (2-12 HR. RAPID RESPONSE), and multiplied by the estimated quantity of hours to arrive at a price for personnel. This applies to the Base Period and Option Years I, II, and III.

(4) Equipment. The Government has provided the estimated quantities for fixed rate equipment listed in the Section B clause, FIXED RATES FOR SERVICES -- TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984), FIXED RATES - Base Period(NORMAL RESPONSE), FIXED RATES - OPTION YEAR 1 (NORMAL RESPONSE), FIXED RATES - OPTION YEAR 2 (NORMAL RESPONSE), FIXED RATES - OPTION YEAR 3 (NORMAL RESPONSE), FIXED RATES - Base Period (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR I (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR II (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR III (2-12 HR. RAPID RESPONSE). For each equipment item, the offeror shall provide **one** fixed rate. The loaded rate shall include costs associated with acquisition, storage, maintenance and repair, and disposal, as well as any applicable indirect costs and a profit margin, **in accordance with the offeror's accounting system.** Components of the rates should not be broken down. Cost data is not required. These rates shall be annotated in the appropriate places in the Section B clauses entitled FIXED RATES FOR SERVICES -- TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984), FIXED RATES - Base Period(NORMAL RESPONSE), FIXED RATES - OPTION YEAR 1 (NORMAL RESPONSE), FIXED RATES - OPTION YEAR 2 (NORMAL RESPONSE), FIXED RATES - OPTION YEAR 3 (NORMAL RESPONSE), FIXED RATES - Base Period (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR I (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR II (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR III (2-12 HR. RAPID RESPONSE), and multiplied by the estimated quantities of equipment usage to arrive at a price for equipment for evaluation purposes. This applies to the Base Period and Option Years, I, II, and III. Offerors shall propose only one rate for each and every category of equipment in order to be considered for award. In the event that there is a difference between the unit prices (daily fixed equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

(5) Materials and Other Direct Costs (ODCs).

(A) Materials and Other Direct Costs include, but are not limited to the following site specific costs: direct materials; consumable items such as safety gear and sampling containers; travel expenses such as transportation, lodging, and per diem; and subcontracts for transportation and disposal of hazardous materials, analysis of samples of waste streams, site security services, utility and phone services, and any other necessary services.

(B) This is an Indefinite-Delivery, Indefinite-Quantity, Time and Materials (T&M) type contract. For the purposes of this contract, the other direct costs are considered "materials". If offerors normally apply an indirect rate as described in FAR 16.601(b)(2), this material handling charge shall not contain costs included in the fixed rates for labor and equipment. This material handling charge is subject to full review by the EPA and shall conform to the cost principles in FAR Part 31.

(C) Offerors are directed to Section G clause, PAYMENTS--FIXED RATE SERVICES CONTRACT (EPAAR 1552.232-73. Offerors shall propose to the extent applicable, a ceiling rate and/or other indirect costs expressed as a percentage.

(D) Offerors shall submit, separate from the technical proposal, the basis for the indirect cost rate indicating which portion of your computations are based upon historical data and which portion is based on projection data, and the base to which it applies. Offerors shall also provide budget information and/or recent actual figures.

(E) The indirect rate should be entered into the appropriate places in Section B clause, FIXED RATES FOR SERVICES -- TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984), FIXED RATES - Base Period(NORMAL RESPONSE), FIXED RATES - OPTION YEAR 1 (NORMAL RESPONSE), FIXED RATES - OPTION YEAR 2 (NORMAL RESPONSE), FIXED RATES - OPTION YEAR 3 (NORMAL RESPONSE), FIXED RATES - Base Period (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR I (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR II (2-12 HR. RAPID RESPONSE), FIXED RATES - OPTION YEAR III (2-12 HR. RAPID RESPONSE), as a percentage and multiplied by the Government Estimate for Materials, Other Direct Costs, and Subcontracts. The resultant amount shall be added to the ODC estimate to arrive at a price for ODCs plus indirect costs. This applies to the Base Period, and Option Years 1,2,& 3.

(6) Audit Rights. The Government has the right to audit the prime contractor and proposed team subcontractors. The Contractor shall be responsible for any team subcontractor and shall inform them of the Government's right to audit

L.19 NOTICE TO OFFERORS REGARDING THE CEILING RATE FOR THE PROPOSED G&A/MATERIAL HANDLING CHARGE

The Government will establish a ceiling rate for the proposed G&A/Material handling change at the rate proposed by the offeror in its pricing proposal. The Government will apply this ceiling rate as part of its price analysis to determine the total estimated maximum value of the offer.

L.20 CONFLICT OF INTEREST PLAN

(a) Offerors shall submit, along with their price proposal, an Organizational Conflict of Interest Plan which outlines the procedures in place to identify and report conflicts of interest (COI), whether actual or potential, throughout the period of contract performance. The plan shall address, step by step, the checks and balances in place to detect and report potential or actual COI at the organizational and personal level as set forth in Section L provision, MINIMUM STANDARDS FOR CONTRACTORS' CONFLICT OF INTEREST PLANS. The minimum standards set forth the criteria which offerors' COI plans must meet in order to be acceptable to the Agency.

(b) The plan shall be evaluated in accordance with the criteria set forth in the Section M provision entitled, EVALUATION OF PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION ENTITLED "INSTRUCTIONS FOR THE SUBMISSION OF OFFERS AND OTHER INFORMATION.

L.21 MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS**(a) Corporate Structure**

(1) The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors shall report changes in its corporate structure to the Agency throughout contract performance.

(2) Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions, relationships, and activities. This background information will be very useful to CO's when evaluating whether or not a contractor has a COI.

(b) **Searching and Identifying COI.** The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

(c) **Data Base.** (1) The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval

system, however, the data base shall contain, at a minimum, the following

information and capabilities:

(A) a list of the company's past and current (public and private) clients where the contractor has performed work;

(B) a description of the type(s) of work that was performed and any other pertinent information;

(C) a list of the past sites (when applicable) a contractor has worked;

(D) a list of site name(s) (when applicable) related to any work performed;

(E) the ability to search and retrieve the information in the data base;

(F) dollar value of work performed; and

(G) a list of work the company may be pursuing in the future.

(2) If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

(d) **Personal Certification.** At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or a Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require, at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

(e) **Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO)/Task Order (TO) Notification and Certification.** If the contract contains the requirement for WAs, TDDs, or DOs/TOs, the COI Plan shall describe the company's process for meeting the Agency's notification requirement prior to beginning work and for submission of the company's WA/TDD/DO/TO certification within 20 days of the EPA work.

NOTE: WA/TDD/DO/TO certifications are NOT required if the contract contains an annual certification. Nevertheless, the contractor's COI Plan shall address the procedures to be followed for WA/TDD/DO/TO certifications.

(f) **Annual Certification.** The COI Plan shall describe the process the company uses for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO/TO certification requirement. Nevertheless, the contractor's

COI Plan shall address the procedures to be followed for annual certification.

(g) **Notification and Documentation**

(1) The COI Plan shall clearly identify the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

(2) The COI Plan shall clearly identify the process that is followed when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

(h) **Training.** The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan or Government COI regulations. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

(i) **Subcontractor's and/or Joint Venture Partners COI Plans.** The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors and/or Joint Venture partners are complying with the COI provisions in their contracts. It is important that subcontractors and/or Joint Venture Partners identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

L.22 MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLAN

The written health and safety program plan shall be designed to identify, evaluate, and control health and safety hazards and provide for emergency response for hazardous waste operations. At a minimum, safety and health programs developed and implemented to meet other federal, state, and/or local regulations are considered acceptable in meeting this requirement if they are modified to address the following subjects for hazardous waste operations and emergency response.

- (a) An organizational structure.
- (b) A comprehensive work plan.
- (c) The safety and health training program
- (d) The medical surveillance program
- (e) Standard operating procedures for safety and health
- (f) Any necessary interface between general program and site specific activities.

Offerors shall refer to OSHA regulations, Standard 1910.120, Hazardous Waste Operations and Emergency Response, Subpart H, Subpart Title: Hazardous Materials, for additional guidance on written health and safety program plans.

L.23 MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION PLANS

At a minimum, the offeror's Confidential Business Information (CBI) Plan shall address the following:

(a) The procedures for identifying and submitting sources of information that is collected from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction.

(b) The procedures for identifying and submitting sources of information that is collected from a State or local Government or Federal Agency.

(c) The procedures for collecting information directly from a business or from a source that represents a business or businesses, such as a trade association.

(d) The procedures for keeping all information collected from nonpublic sources confidential.

(e) The procedures for obtaining the written consent of the Contracting Officer, after obtaining a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information, to include ensuring that the Section H clauses entitled, SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984), and TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) are included in all subcontracts requiring the subcontractor to collect information.

(f) Reference clause SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY, for additional guidance on subparagraphs (a) through (e) above.

(g) Its procedures for ensuring that CBI disclosed by the Agency in order to carry out work under this contract is (1) used only for the purposes of carrying out the work required by the contract, (2) not disclosed to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (3) returned to the PO or designee whenever the information is no longer required for performance of the work required by the contract, or upon completion of the contract.

(h) Its procedures for obtaining written agreements from each of its employees who will have access to the information before the employee is allowed access.

(i) Its procedures for ensuring that it does not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(j) Its procedures for obtaining the written consent of the Contracting Officer, after receiving a written determination from the appropriate program office, prior to entering into any subcontract that will involve the

disclosure of CBI to the subcontractor and for ensuring that Section H clause entitled TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION is included in any subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(k) Reference, TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION, for additional guidance on subparagraphs (g) through (j) above.

**L.24 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73)
(AUG 1999)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name:-----

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone Number:-----

(d) Individual(s) to contact re this proposal:-----

(e) Cognizant Government:

Audit Agency:-----

Address:-----

Auditor:-----

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts	\$ _____
Government fixed-price prime contracts and subcontracts ...	\$ _____
Commercial Sales.....	\$ _____
Total Sales.....	\$ _____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year.....	\$ _____
Total Sales for Second Preceding Fiscal Year.....	\$ _____

(g) Is company a separate rate entity or division?..

Yes _____
No _____

If a division or subsidiary corporation, name parent company:

(h) Date Company Organized:-----

(i) Manpower:

Total Employees:-----

Direct:-----

Indirect:-----

Standard Work Week (Hours):-----

(j) Commercial Products:-----

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ actual cost	Standard cost

Estimating System:		
Job Order.....	_____	_____
Process.....	_____	_____
Accumulating System:		
Job Order.....	_____	_____
Process.....	_____	_____

Has your cost estimating system been approved by any Government **agency**?
Yes _____ No _____

If yes, give name, date or approval, and location of **agency**:

Has your cost accumulation system been approved by any Government **agency**?
Yes _____ No _____

If yes, give name, date of approval, and address of **agency**:

(m) What is your fiscal year period? (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

Fiscal year	Indirect cost rate	Basis of allocation
-----	-----	-----
Fringe Benefits.....	-----	-----
Overhead.....	-----	-----
G&A Expense.....	-----	-----
Other.....	-----	-----
-----	-----	-----

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

Date of last preaward audit review by a Government **agency**:

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting Department-----

Contracting Department-----

Other (describe)-----

(p) Has system of control of Government property been approved by a Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government **agency**, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been

approved by a Government **agency**?

Yes _____ No _____

If yes, name and location of the Government **agency**:

Period of Approval:-----

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold?

Yes _____ No _____

If you responded yes to the \$25 million threshold question, is EPA the cognizant **agency** for your organization based on the preponderance of Government contract dollars?

Yes _____ No _____

If EPA is not your cognizant Government **agency**, provide the name and location of the cognizant **agency** _____

Are your purchasing policies and procedures written?

Yes _____ No _____

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes _____ No _____

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

L.25 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$ 500,000.00. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 10 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h)above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the

timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.26 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a preproposal conference at _____ on _____ at:

U.S. EPA Region 5
77 West Jackson Blvd
Chicago, IL 60604
FAX (312) 353-1879

A placard will be placed in the building's lobby to notify attendees of the conference room location.

Offerors planning to attend this conference should provide written notification to the contract specialist at least 10 calendar days prior to the conference date.

L.27 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 14 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.28 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.29 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)

To evaluate offer for award purposes, the Government will apply your proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

L.30 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72) (OCT 2000)

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or

subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

L.31 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: _____

(b) 8(a) Program: Not Applicable

L.32 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

(a) This clause does not apply to small business concerns.

(b) As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

(1) Proposals will be evaluated against the following EPA subcontracting goals for this procurement:

<u>Small Business</u>	50%
Small Disadvantaged Business (SDB)	20%
Woman-Owned Business (WOB)	6%
HubZone	2.5%
Service Disabled Veterans (SDV)	3%

(2) Fifty percent of the total dollars committed to subcontracting should be to Small Business concerns. Business given to sources within the categories of SDB, WOB, HubZone and SDV count toward this total goal, in addition to their own category goals.

(c) *Definitions.* As used in this clause--

"*Commercial item*" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"*Commercial plan*" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"*Individual contract plan*" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"*Master plan*" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"*Subcontract*" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(d) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(e) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the

National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small, veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions.

Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(f) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(g) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (e) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved,

(2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and

(3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(h) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(i) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(j) The failure of the Contractor or subcontractor to comply in good faith with--

(1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) an approved plan required by this clause, shall be a material breach of the contract.

(k) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all to that subcontractor under its predominant NAICS Industry Subsector.

NOTE: Proposals will be evaluated against the above referenced EPA Subcontracting goals for this procurement.

L.33 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998) ALTERNATE I (OCT 1998) DEVIATION

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is

equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

L.34 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION

CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.35 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.36 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

L.37 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-75) (APR 1996)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI

access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

L.38 AGREEMENT TO ACCEPT ELECTRONIC SIGNATURES

In accordance with the H Clause entitled "ELECTRONIC SIGNATURES" (EP-S 00-01), offerors shall indicate an agreement to accept electronic signatures on documents transmitted electronically under this contract. If an offeror does not agree to accept electronic signatures, its proposal will be eligible for award without discussions. Before award, the selected offerors will be asked whether they agree to have this clause included in their contract.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price. However, the Government reserves the right to make award decisions based on cost or price where the Contracting Officer deems that two (2) or more offers are essentially equal in all other evaluation factors other than cost or price.

(b) Technical Evaluation Criteria: The following technical evaluation criteria will be used to evaluate the oral presentations (responses to scenarios, pop quiz, question and answer session, and clarifications, if necessary), past performance, key personnel resumes and small disadvantaged business participation.

TECHNICAL EVALUATION SUMMARY

CATEGORY	POINTS
(1) SCENARIOS	50
<p>The offeror's presentation in the following areas will be considered in this evaluation: a) Scenario 1, Train Derailment and Groundwater Contamination and Scenario 2, Chicago Anthrax, b) Pop Quiz, c) Question and Answer Session and d) Clarifications, if necessary. The information required by the Section L Clause entitled, <u>INSTRUCTIONS FOR PREPARATION OF PROPOSALS</u>, will be the basis for this evaluation. This information will be evaluated to determine the offeror's understanding of the work and ability to perform the contract. All sub-elements carry equal weight.</p>	
(2) PAST PERFORMANCE	40
<p>The offeror will be evaluated on past performance information obtained by the Contracting Officer from any reference associated with the offeror's described contracts/projects. The Government will utilize the Past Performance Questionnaire (Attachment 8) in developing the past performance information. The Government will evaluate the following criteria: quality of product or service; timeliness of performance; effectiveness of management (including subcontractors); initiative in meeting requirements; response to technical direction; responsiveness to performance problems; compliance with cost estimates; customer satisfaction; and overall performance. All sub-elements carry equal weight.</p>	
(3) KEY PERSONNEL RESUMES	5
<p>The offeror will be evaluated on the qualification and experience levels of the personnel being proposed as key personnel in accordance with the Statement of Work.</p>	
(4) SMALL DISADVANTAGED BUSINESS PARTICIPATION	5
<p>The offer will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract.</p>	
<p>(c) The scenarios, key personnel resumes and small disadvantaged business participation be evaluated in accordance with the scoring plan described in EPAAR 1515.608(a)(1). Past Performance will be evaluated according to the following scoring plan:</p>	

SCORING PLAN

<u>Value</u>	<u>Descriptive Statement</u>
1	<p>A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well-founded. Or, although not debarred or suspended, the offeror is under indictment or has been convicted of criminal conduct, or has been found civilly liable for fraud or negligence. The offeror either has presented no</p>

persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective.

- 2 Many sources of information make unfavorable reports about the offeror's performance and either express serious doubts about doing business with the offeror again or state that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of very good performance. The offeror may have been indicted, pled guilty, or may have been found guilty in matters of criminal conduct, but the issues are unresolved, relatively minor, or do not reflect a company-wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company-wide or managerial pattern of fraudulent, negligent, or criminal conduct.
- 3 No record exists, or sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old.
- 4 Most sources of information state that the offeror's performance was good, better than average, etc., and that they would willingly do business with the offeror again. Complaints, though perhaps well-founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.
- 5 A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded. The offeror has no record of criminal conduct, fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.

M.4 EVALUATION OF CONTRACT OPTIONS (EPAAR 1552.217-70) (APR 1984)

For award purposes, in addition to an offeror's response to the basic requirement, the Government will evaluate its response to all options, both technical and cost. Evaluation of options will not obligate the Government to exercise the options. For this solicitation the options are as specified in Section H.

M.5 MULTIPLE AWARDS FOR EMERGENCY AND RAPID RESPONSE SERVICES

The Government may award two identical contracts to two different contractors for emergency and rapid response services (ERRS) under this solicitation. Contractors who are awarded contracts under this solicitation will be ineligible for award under any other solicitation for the same or similar services in Region 5 for a period not to exceed five years from the date of contract award.

NOTE: One contractor cannot be awarded both contracts.

M.6 EVALUATION OF PLANS SUBMITTED IN ACCORDANCE WITH THE SECTION L PROVISION ENTITLED "INSTRUCTIONS FOR PREPARATION OF PROPOSALS"

Offerors are required to submit the following plans in response to this solicitation, which will be evaluated as acceptable or unacceptable:

- (1) Confidential Business Information Plan
- (2) Conflict of Interest Plan,
- (3) Health and Safety Program Plan,
- (4) Professional Employee Compensation Plan,
- (5) Subcontracting Program Plan for Utilization of Small, Small Disadvantaged Business Concerns
- (6) Quality Management Plan and Quality Assurance Project Plan,

To be considered acceptable, the Confidential Business Information Plan must comply with the minimum standards outlined in the Section L provision entitled "MINIMUM STANDARDS FOR CONFIDENTIAL BUSINESS INFORMATION."

To be considered acceptable, the Conflict of Interest Plan must comply with the minimum standards outlined in the Section L provision entitled "MINIMUM STANDARDS FOR COI PLANS."

To be considered acceptable, the Health and Safety Program Plan must comply with the minimum standards outlined the Section L provision entitled "MINIMUM STANDARDS FOR HEALTH AND SAFETY PROGRAM PLANS."

To be considered acceptable, the Professional Employee Compensation Plan must comply with the minimum requirements outlined in the Section L provision entitled "EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46)."

To be considered acceptable, the Subcontracting Plan for Utilization of Small, Small Disadvantaged Business Concerns must comply with the minimum requirements outlined at the Section L

provision entitled "SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL, SMALL DISADVANTAGED BUSINESS CONCERNS, FAR 19.704(a), and contain separate parts for the basic contract and for each option. The Contracting Officer will follow the procedures outlined in FAR 19.705-4(d)(1) through (6) in determining if the plan is acceptable.

To be considered acceptable, the Quality Assurance Program Plan must comply with the minimum requirements outlined in Chapter 3 of Attachment 2B entitled "EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL DATA OPERATIONS (EPA QA/R-5). To be considered acceptable, the Quality Management Plan must comply with the minimum requirements outlined in Chapter 3 of Attachment 2b entitled "EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS (EPA QA/R-2)."

All aspects of the business plan must be acceptable. If any section is considered unacceptable, the entire business plan will be given an unacceptable rating.

M.7 EVALUATION OF CONFLICT OF INTEREST PLAN (RESPONSIBILITY DETERMINATION)

The conflict of interest plan as described in Section L will be evaluated as acceptable or unacceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that is ultimately unacceptable after the completion of negotiations will not be eligible for a contract award.

ATTACHMENT 1

STATEMENT OF WORK

United States Environmental Protection Agency

STATEMENT OF WORK

Region 5

Emergency and Rapid Response Services

(ERRS)

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B. DEFINITIONS

1. Federal On-Scene Coordinator: The EPA official designated to coordinate and direct response under Subpart D of the NCP, and/or any direct removal under Subpart E of the NCP.

2. Remedial Project Manager: The EPA official designated to coordinate, to monitor, or direct remedial or other response actions under Subpart E of the NCP.

3. Ordering Officer: An EPA Contracting Officer or an EPA designated FOSC with delegated procurement authority.

4. Removal Action: A removal action may fall into one of three categories:

- a) Emergency removal actions require an immediate response to releases;
- b) Time-critical removal actions require a response action within six (6) months;
- c) Non-Time critical removal actions require a response actions that can start later than six (6) months after the determination that a response is required.

The specific type of removal action and the required response time shall be determined by the FOSC with consideration to the nature of the release, the contaminants of record, and the threat or potential threat to human health/and or the environment.

5. Response Manager: An employee of the contractor designated to be the point of contact for the EPA FOSC and/or Ordering Officer who is responsible, technically and administratively, for the initiation and completion of the work.

6. Regional Cross-over: Response under this contract to another EPA region. Response times would be negotiated with the contractor prior to issuance of the Task Order.

7. Region 5: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin.

8. Normal Response: 24-48 hour response time. The contractor is required to be en route within two hours and arrive at the site no later than twelve (12) hours from receipt of a written or verbal tasking order.

9. Rapid Response: 2-12 hours response time. The contractor is required to arrive at the site no later than:

- (a) two (2) hours of the receipt of a written or verbal tasking for the following Region 5 areas:

St. Louis County, Minnesota, South of Latitude 47

Carlton County, Minnesota
Anoka County, Minnesota
Hennepin County, Minnesota
Ramsey County, Minnesota
Milwaukee County, Wisconsin
Waukesha County, Wisconsin
Lake County, Illinois
Cook County, Illinois
Dupage County, Illinois
Madison County, Illinois
St. Clair County, Illinois
Will County, Illinois
Kane County, Illinois
Porter County, Indiana
Lake County, Indiana
Marion County, Indiana
Saginaw County, Michigan
Bay County, Michigan
Midland County, Michigan
Oakland County, Michigan
Macomb County, Michigan
Wayne County, Michigan
Monroe County, Michigan
Lucas County, Ohio
Cuyahoga County, Ohio
Franklin County, Ohio
Hamilton County, Ohio

(b) twelve (12) hours of the receipt of a written or verbal tasking order for the following Region 5 area: Northwest Minnesota, North of Latitude 47

(c) eight (8) hours of the receipt of a written or verbal tasking order for the following Region 5 area: Upper Peninsula of Michigan

(d) two (2) to twelve (12) hours of the receipt of a written or verbal tasking order for all other areas of Region 5 not specified above.

C. TITLE

The purpose of this contract is to provide fast responsive environmental cleanup services for hazardous substances/wastes/contaminants/materials and petroleum products/oil for Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin). Environmental cleanup response to natural disasters and terrorist activities may also be required under this contract. A regional "cross-over", a response in another EPA region, may be requested under this contract. It is anticipated that under rare circumstances, with the request of the Country of Canada, an environmental cleanup response into the trans-boundary region may be required.

D. BACKGROUND

Under the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or Superfund of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA); Section 311 of the Clean Water Act (CWA), as amended by the Oil Pollution Act (OPA) of 1990; Subtitle I of the Resource Conservation and Recovery Act (RCRA) and pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 CFR Part 300); Presidential Decision Document (PDD) # 39; the Robert T. Stafford Natural Disaster Act and pursuant to the Federal Response Plan (FRP); and in accordance with any reauthorizations or amendments to any of the above named statutes and new response legislation, the Environmental Protection Agency (EPA) has been delegated the responsibility to undertake response actions with respect to the release or threat of release of oil, petroleum products, hazardous substances, or pollutants and contaminants, that pose an actual or potential threat to human health or welfare, or to the environment. EPA is responsible for conducting evaluations and cleanups of uncontrolled hazardous substance or waste sites.

In addition, the EPA has the authority pursuant to Emergency Support Function (ESF) #10 and other laws to help and/or mitigate endangerment of the public health, welfare or environment during emergencies or natural disasters and to support states and communities in preparing for responses to releases of oil, petroleum products and hazardous substances and to provide response and removal services in response to incidents involving weapons of mass destruction, acts of terrorism, and nuclear, biological and chemical incidents and Federally Declared Disaster incidents.

E. SCOPE

The Contracting Officer (CO) or his representative, a warranted EPA Federal On-Scene Coordinator (FOSC), or Ordering Officer identified in the contract or subsequent modification(s) to this contract, will issue Task Orders (TO) for all work required under this contract in accordance with the terms and conditions of the contract. General technical guidance by the Ordering Officer does not relieve the contractor of the responsibility for performance under the contract by the contractor or its subcontractors.

The contractor shall take any response action, under the direction of the Ordering

Officer, consistent with the terms and conditions of the contract, and in accordance with the directions of the TO. TOs may be issued verbally but will be formalized in writing within 10 business days. The contractor shall provide personnel, labor, materials, and equipment required to perform response activities. The contractor shall take any actions required to mitigate or eliminate any hazard or damage to the environment resulting from:

- ◆ a release or threat of a release of oil, petroleum products, hazardous substances, pollutants or contaminants into the environment
- ◆ the threat of fire and explosion and incidents involving terrorist acts, weapons of mass destruction, and nuclear-biological-chemical incidents
- ◆ natural or man-made disasters

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including contaminated media, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level. The contractor shall obtain all necessary on-site permits and comply with applicable and relevant regulations unless otherwise directed in a TO issued by the CO or Ordering Officer pursuant to CERCLA. The contractor shall be responsible for obtaining all necessary transportation and disposal permits, or transportation and off-site treatment, or disposal permits.

The contractor shall obtain special services, (through leases, subcontract agreements, or rental agreements, etc) in a timely and cost efficient manner, such as specialized removal equipment or personnel with specialized qualifications, dependent on site conditions.

II. TECHNICAL REQUIREMENTS

Technical requirements under this contract include emergency response, sampling, monitoring, site stabilization, controlling spilled material, waste treatment, restoration, removal actions, transportation and disposal. This list does not encompass all possible response activities, but is an extensive sample of types of activities that may be required under this contract. More specific requirements follow this generic list:

- ◆ project planning
- ◆ containment, countermeasures, emergency and removal response
- ◆ decontamination, response mitigation
- ◆ transportation and disposal
- ◆ restoration and soil stabilization
- ◆ analytical support
- ◆ demolition
- ◆ construction and support facilities
- ◆ marine operations
- ◆ trans-boundary response
- ◆ response times

A. RESPONSE OPERATIONS

The contractor shall provide environmental response cleanup services for removal/treatment of oil, petroleum products, hazardous substances, pollutants or contaminants as specified in TOs issued to the contractor. The contractor shall provide environmental response cleanup services to terrorist, weapons of mass destruction, and nuclear-biological-chemical incidents as specified in TOs.

1. Project Planning

The contractor shall accomplish the following tasks when required by a TO at a minimum:

- ◆ conduct an initial on-scene survey to gain sufficient familiarity with the site conditions
- ◆ prepare a detailed work plan to accomplish the project in the most effective, efficient and safe manner. This work plan shall, at a minimum, define the types and quantities of cleanup personnel, equipment and materials that will be needed, the proposed project schedule by sub-task, and the estimated cost
- ◆ prepare a detailed Health and Safety Plan (HASP) to protect the workers on-site from the hazards with the contaminants and physical threats associated with the emergency or removal actions

2. Containment, Countermeasures, Emergency and Removal Response

The contractor shall perform containment and countermeasures to protect health, welfare and the environment. More specifically, the contractor shall:

- ◆ perform multi-media sampling, analysis to determine the source, spread, and disposal options of a release or discharge
- ◆ provide hazardous categorization of wastes
- ◆ contain the release at its source and prevent further acute migration of the hazardous substance, pollutant or contaminant
- ◆ construct slurry or other types of trenches, dikes, underflow dams, or grout curtains
- ◆ deploy diversionary barriers such as booms, dams, sorbent pads/materials
- ◆ excavate; stage and cover excavated materials
- ◆ handle drums including stabilization, over packing, lab-packing, and remote container opening
- ◆ place pollutants in containers
- ◆ divert streams or waterways
- ◆ keep waterfowl and other water life away from the polluted areas
- ◆ control fluid discharged from storm water, firefighting efforts, containment ponds, or other impoundments
- ◆ provide alternative drinking water; i.e., provide bottled water; design/

- install/service/maintain treatment unit(s); design/install/service/maintain well(s);
- design/install temporary and/or permanent water distribution lines
- ♦ provide temporary relocation of threatened individuals, and their pets and/or livestock: temporary relocation of individuals shall follow Federal Travel Regulations requirements until more definitive guidance is provided the contractor
- ♦ provide traffic, crowd and navigation control
- ♦ provide security (armed or unarmed guards, fencing, electronic surveillance, etc),
- ♦ execute damage controls or salvage operations
- ♦ drain, shear pipelines
- ♦ provide firefighting expertise; i.e., landfills, tire fires, gas wells
- ♦ plug and abandon oil and gas wells
- ♦ pump out/clean out tanks, barges, and containers
- ♦ repair leaks
- ♦ monitor for airborne, radiological, groundwater contaminants

3. Decontamination, Response Mitigation

The contractor shall perform decontamination, response mitigation to recover the pollutant from the affected media and/or to dispose of contaminated media. More specifically, the contractor shall:

- ♦ physically or chemically decontaminate drums, pipelines, tanks, containers, barges, buildings, equipment, materials, debris, or other objects, and personnel
- ♦ use chemicals or biological agents for flocculation, coagulation, neutralization, treatment reaction and separation
- ♦ physical and/or chemical treatment of affected water and soil
- ♦ use specialized equipment such as mobile activated carbon systems
- ♦ aerate effected media to selectively release volatile components
- ♦ fixation, solidification or other treatment of the polluted media in place
- ♦ salvage or destroy vessels

The contractor shall accomplish physical collection of pollutants in lieu of, or following any treatment action. More specifically, the contractor shall:

- ♦ flush contaminants from waterways and marsh areas followed by collection and holding for treatment/disposal
- ♦ skim materials from the water surface
- ♦ wash soils and collect and store recovered materials
- ♦ pump contaminated groundwater and store for treatment/disposal
- ♦ segregate waste chemicals at hazardous waste sites

4. Treatment and Transportation and Disposal Operations

The contractor shall accomplish all storage, transportation, treatment and disposal of oil, petroleum products, hazardous substances, pollutants or contaminants, including

media contaminated with such, in accordance with and meeting all applicable and relevant safety and environmental laws and regulations at the Federal, state and local level, as per EPA FOSC technical direction and TO requirements. Disposal may include temporary storage and ultimate disposal at an approved Treatment, Storage and Disposal Facility (TSDF). Disposal may be on-site or offsite. For this contract, all off-site transportation and disposal must be subcontracted (See Section H of the contract).

More specifically, the contractor shall:

- ◆ obtain all necessary on-site permits and comply with applicable and relevant regulations
- ◆ obtain all necessary transportation and disposal permits or transportation and off-site treatment or disposal permits
- ◆ verify that the selected disposal facility meets the requirements of EPA's policy for off-site response actions (40 CFR 300.440). This verification may be obtained from the EPA regional RCRA Off-Site Rule Coordinator where the intended TSDF resides
- ◆ provide certified truck scales
- ◆ placard Waste Transporters
- ◆ develop disposal options consistent with the Agency's regulations and policies
- ◆ prepare draft waste profiles and manifests
- ◆ maintain manifest documentation
- ◆ oversee subcontractor(s) transportation and disposal of wastes
- ◆ maintain computer-based reports of on-site wastes, and of off-site disposal
- ◆ bulk wastes, utilize volume reduction techniques
- ◆ show initial location(s) and ultimate disposal location(s)

Disposal techniques may include the following:

- ◆ controlled or uncontrolled combustion; on-site or off-site incineration
- ◆ treatment
- ◆ waste stabilization
- ◆ land disposal
- ◆ demolition
- ◆ fixation
- ◆ injection
- ◆ degradation
- ◆ burial
- ◆ detonation
- ◆ recycling, reclamation, and re-utilization
- ◆ other existing or innovative treatment and disposal technologies

5. Restoration and Soil Stabilization

The contractor shall use due care to prevent damage to property or materials of third parties. The contractor shall restore, replace and stabilize buildings, structures,

personal or real property or material damaged by contamination or response operations. The contractor shall take actions to restore and stabilize soils and the damaged environment to as near pre-response conditions as possible, as approved by the EPA FOSC. Specifically, the contractor shall:

- ◆ repair buildings
- ◆ landscape: reseed, replant, replace soil, regrade, or restock
- ◆ remove any structure or equipment that was installed as part of a response action
- ◆ repair or restore roadways/driveways/sidewalks
- ◆ backfill and grade
- ◆ replace property that required disposal

6. Analytical Services

The contractor shall perform on-site and off-site analytical activities to provide chemical and physical analyses or high sample quantity column analyses to include, but not be limited to, pH, flash point, oxidation reduction, inorganic and organic or organic vapor analysis, compatibility testing, priority pollutant scans, and waste profiles. Analysis may include, but not be limited to, sample collection, storage, transportation, analysis and disposal. The analytical activities will be ordered by the EPA FOSC on an "as specified" (typically 4 - 72 Hours) turnaround basis to provide chemical and physical analyses and/or high **sample** quantity volume analyses. The contractor shall perform on-site and off-site analytical activities necessary to provide accurate waste profile information to treatment, storage and disposal facilities and allow for waste bulking.

7. Demolition Services

The contractor shall demolish and/or remove contaminated buildings, structures, tanks, barges, facilities and excavate or remove contamination or contaminated soils or materials around or below the structure as necessary to safely and effectively implement required response activities. The contractor shall provide services for the detonation of explosives and/or other reactive materials.

8. Construction and Support Facilities In Support of Removal Action

The contractor shall construct and provide facilities in support of removal actions. More specifically, the contractor shall:

- ◆ construct or install a temporary office, response support building or structures
- ◆ construct or install temporary roadways
- ◆ provide utilities
- ◆ provide sanitary and decontamination facilities
- ◆ provide furnishings and equipment for field offices/command posts
- ◆ construct observation and monitoring structures

9. Marine Operations

Marine Operations is inclusive of all areas of the SOW, i.e., containment etc. During marine operations the contractor shall display signal lights and conduct his operation in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing light and day signals to be displayed by vessels, other craft, or booms in the cleanup operations (33 CFR, Parts 84-90 and 207) and applicable state and Federal boating standards.

Should the contractor, during the progress of work, lose, dump, throw overboard, sink, or misplace any material, plant machinery, or appliance which, in the opinion of the EPA FOSC, may be dangerous to or obstruct navigation, the same contractor shall immediately recover and remove the same at no expense to the Government.

- i) The contractor shall give immediate notice, with description and location of such obstructions to the EPA FOSC, and when directed by the EPA FOSC, shall mark or buoy such obstructions until the same are removed.
- ii) Should the contractor refuse, neglect, or otherwise fail to comply with the above requirements, such obstructions may be removed by the Government and the cost of such removal may be deducted from any money due or that becomes due to the contractor.
- iii) The liability of the contractor for the removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Section 407, 415, and 419 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C.A. 401 et seq.).

If the contractor recovers any oil, the proceeds from the sale of such oil, oil-water mixture or hazardous substances shall become the property of the Government. If the substance recovered from cleanup and containment operations, including scrap metals, is salvageable, the Government may elect to have the contractor transport such recovered substances to a Government specified storage site or directly to a commercial salvage company. Salvageable products, and the proceeds derived from them, shall become the property of the Government. If the Government elects to deliver recovered substances to a commercial salvage company, the contractor shall obtain receipts for payment and these payments shall be applied as a credit to the contract.

If the balance of allowable contract costs is less than the credit for recovered substances, the contractor shall reimburse the Government for the difference.

10. Trans-boundary Response

This contract may be used to respond to incidents primarily in the border region of Canada; but only upon request by Canadian governmental officials, in accordance with the general policies and procedures contained in the Joint Contingency Plan (JCP). As this contract requires trans-boundary response capability, coordination with the U.S.

Border Patrol, Immigration, Customs, Department of Transportation and other federal, state and local officials, as well as International officials, shall be necessary. The contractor shall be solely responsible for the transportation of personnel, materials and equipment across the borders, and all necessary paperwork for the rapid deployment of personnel, materials and equipment in an emergency situation. **The contractor must comply at all times with all U.S. laws when working under this contract. Additionally, the contractor may be subject to Canadian laws, including, licensing and insurance requirements, for response activities performed in Canada.**

An actual response into Canada is expected to be a rare occurrence; in fact, instances have not occurred in the last 10 years where it has been necessary to respond.

11. Response Times

The contractor shall provide a management and personnel structure that will ensure that personnel are available on a 24 hour-a-day basis and that responses are conducted in accordance with the technical direction outlined in TOs or as provided on EPA FOSCs. For emergency response actions requiring immediate mobilization to the site, the contractor will be required to be en route within two hours and arrive at the site no later than twelve (12) hours from notification. The minimum requirements for response services in the zone of coverage in the time limits specified is: one (1) Response Manager (RM) and two (2) Cleanup Technicians and equipment as required to accomplish the work under the TO as requested by the Ordering Officer. Typically, for other than emergency removal responses (time critical), the contractor will be required to deliver all required personnel, equipment, materials and other necessary items within 72 hours of notification.

The EPA will issue a TO to a central single point-of-contact (POINT OF CONTACT), designated by the contractor as the representative for the overall administration of TOs. The POINT OF CONTACT shall be the contractor's representative to initiate work, assign response personnel and commit equipment, materials, and other resources specified with this contract. The POINT OF CONTACT will ensure that all such items are available within the required response time limits.

The EPA FOSCs are authorized and duly delegated to direct and coordinate the execution of the TO for each response action. This includes directing the execution of the TO, through the designated contractor's Project Manager (PM), who is assigned by the contractor's POINT OF CONTACT for the specific removal actions. The PM is the contractor's representative for the site and shall be responsible for the day-to-day decision making processes pertaining to on-site activities, which are approved by the EPA FOSC.

The POINT OF CONTACT for the contractor will also be the primary contact for coordination of contractual activities and programmatic requirements with the PO and the CO. Coordination responsibilities include reporting on work progress, providing cumulative financial data, discussing contract status and resolving programmatic issues.

The contractor shall provide requested emergency services within 48 hours of the receipt

of a written or verbal tasking for all Region 5 states, to include, Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin. See also Section H clause entitled “RAPID RESPONSE TIMES”

B. OTHER REQUIREMENTS

1. Technical Support of Government Enforcement Proceedings

These technical services may consist of the following:

- ◆ provide testimony during enforcement proceedings for a given site for which the contractor provided response services. This will normally be to testify on what actions the contractor took at the site for cost-recovery purposes
- ◆ prepare affidavits, depositions and other documents
- ◆ implement contract document control and chain-of-custody procedures
- ◆ retain and store all contract site records, including employee related records such as time sheet, baseline data regarding work related physical examinations and other work related data, for a period of ten years. The contractor shall provide the CO or any representative of the CO with full access to these records during the ten-year period
- ◆ other related activities to support court proceedings
- ◆ provide all documents and reports gathered and produced pursuant to response actions to the EPA Records Coordinator

These government enforcement proceedings may be used to obtain an injunction against parties from the continued use of a site, or under an Administrative Order of Consent (AOC) to conduct removal or remedial actions, or a Unilateral Administrative Order (UAO) to conduct removal or remedial actions, or for the recovery of costs incurred by the Government in undertaking removal and early/interim remedial actions.

- * NOTE: No legal services shall be performed for the government under this contract without the prior written approval from the EPA Office of General Counsel (OGC).

2. Site-related Documentation

The Contractor shall furnish copies of site-related documents written or developed regarding or pursuant to activities conducted under a TO. The contractor shall not release any site information, written or verbal, without the express written consent of the EPA FOSC. The contractor shall assist the EPA FOSC or Ordering Officer in public meetings, or dealings with impacted citizens and State or local officials as part of normal site operations. The contractor shall, at all times, clearly be identified as a contractor to the US EPA.

The contractor shall utilize the EPA’s Removal Cost Management System (RCMS) to track costs on a daily and cumulative basis. RCMS shall be kept updated to

reflect actual site occurrences. Comments in RCMS shall state-on the day of occurrence:

- ◆ FOSC approval of overtime hours before **any** overtime hours are worked
- ◆ Competitive bid process
- ◆ Any agreements between EPA FOSC and RM regarding site operations
- ◆ Brief synopsis of work accomplished on that day

NOTE: Any FOSC hand-written comments on a final 1900-55 SHALL be incorporated into the next 1900-55 produced. When the contractor's accounting system does not reflect the 1900-55, the corrections shall be incorporated into RCMS prior to invoicing, in order to maintain the integrity of the government's data. The contractor shall provide sufficient justification for the change to warrant the inclusion of the costs.

III. CONTRACT MANAGEMENT

1. The contractor shall provide and maintain a 24 hour, seven day a week response capability/call center to accept and respond to issued TOs. The EPA FOSC, CO or Ordering Officer will determine the required response times for each TO. The call center shall be capable of obligating contractor resources.
2. The contractor shall provide a network of trained, qualified emergency response and cleanup personnel, equipment, and materials. The contractor shall ensure that trained and qualified Response Managers (RMs) are provided for response activities and that the RMs are provided adequate resources to perform the response action. Where it is not necessary for a RM to be onsite at all times, an onsite contractor employee shall be designated to act as the EPA FOSC contact person, capable of responding to site requirements and technical direction. The contractor shall mobilize and manage all contractor (including subcontractor) site personnel, equipment and materials necessary for implementing site-specific response actions pursuant to appropriate written or verbal TO issued by the CO or Ordering Officer and technical direction pursuant to such TO as specified in the Daily Work Order (DWO) (s) or daily taskings.
3. The contractor shall maintain communication and coordination with EPA personnel including reporting problems encountered in performing task orders and implementing any special controls specified by EPA. The contractor shall be available for meetings with EPA personnel, as requested. The location of these meetings will be within the region.
4. The contractor shall coordinate with the EPA to arrange planning activities upon issuance of the TO. Planning activities may include attending scoping meetings, preparing project work plans and/or preparing schedules. The EPA FOSC will determine the appropriate planning activity for each TO.
5. The contractor shall manage the documentation of expenditures for a TO by accounting for all costs incurred in accordance with generally accepted accounting practices and standards and contract-specific reporting requirements. This shall include cost tracking and cost minimization efforts. These accounting procedures will be used during all response actions and during the daily preparation of EPA Standard Form 1900-55, Contractor Cost Reports, using the RCMS.

The contractor shall provide personnel fully trained in the use of the RCMS and capable of producing an accurate daily EPA Standard Form 1900-55 from RCMS,

which will report daily expenditures on-site. The contractor shall also track costs by task codes. The specific task will be identified by the EPA FOSC/RPM. In addition to the daily cost reports, the contractor shall provide cost summaries and cost projections to the EPA FOSC upon request. These summaries and projections may be produced through the RCMS system.

THE CONTRACTOR SHALL INVOICE FROM THEIR OWN ACCOUNTING SYSTEM. At no time will billing from any other system, including RCMS, be acceptable.

6. The contractor shall implement a comprehensive safety program to protect all on-site personnel, including both the prime and subcontractors, in contaminated and uncontaminated areas. This program shall be utilized in the preparation of all contractor's site Health and Safety Plans (HASPs). The EPA may task the contractor to prepare an EPA FOSC/RPM approved HASP which would govern all EPA sponsored site activities and would cover all personnel working on the site to include the personnel of other site contractors and government employees. This HASP is intended to serve as the EPA HASP for the site.

The EPA will furnish the contractor with software and a user's guide for preparing HASPs utilizing EPA's automated "Health and Safety Planner", EPA Publication 9285-8-01 (1993), or the contractor may prepare the HASP in another format appropriate to site specific conditions, meeting minimum OSHA requirements, and approved by the EPA FOSC.

The contractor shall ensure that OSHA hazardous substance response regulations (29 CFR Part 1910) for site safety training and health monitoring are met by all prime and subcontractors who work in contaminated areas. The contractor shall ensure that all other applicable OSHA regulations, and EPA policies and procedures, including the "Standard Operation Safety Guides", (1988) and the "Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities", (1985), for worker protection are met by all personnel, including both prime and subcontractors, in contaminated and uncontaminated areas.

The EPA FOSC shall establish, with full input from all impacted contractors, a minimally acceptable safety standard for the site. The contractor may choose to adapt a more stringent standard, at their own expense; however, at no time shall the contractor adapt, or use, a less stringent standard.

The contractor shall provide to the EPA FOSC a copy of the 40 hour safety certification or their 8 hour refresher certification for each person who will work on the site - prior to any work being conducted.

The contractor shall report significant safety incidents and injuries to the PO by phone within 2 hours of occurrence. Significant incidents shall refer to lost time injuries, incidents likely to be made public or reported in the media; fires or explosions, and other incidents beyond "normal" site operations. All incidents involving more than simple precautionary measures are included.

7. When required on a TO, the contractor shall provide response personnel, equipment, and appropriate materials to participate in emergency response exercises. The contractor may be tasked to participate in exercises that test functional areas, such as, organizational design (notification, staff mobilization, and response management system) or operation response (discharge control,

assessment, containment, recovery, protection and disposal).

Exhibit A

Key Site Personnel and Responsibilities

1. Program Manager (POINT OF CONTACT)

The Program Manager, or POINT OF CONTACT, shall be the “primary” contractor contact with Contracting Officer (CO) and the Project Officer (PO) for the overall management and coordination of the contract. The POINT OF CONTACT shall:

- a. Maintain communication and coordination with the CO and PO relative to the management of necessary resources required in response services involving the releases of hazardous substances, oil and other contaminants or pollutants to the environment.
- b. Meet with the CO and PO, as requested, to implement necessary administrative contract provisions. These items include, but are not limited to, scheduling, budgetary, cost accounting requirements, and technical issue resolution.
- c. Ensure the provision and management of necessary technical and administrative support services and multi-disciplinary professionals, including skilled personnel knowledgeable in transportation and disposal activities, or other discipline directly related to the requirements of the contract.

2. Response Manager

The Response Manager (RM) shall be the "primary" contractor contact with the EPA FOSC and shall be responsible for the management and execution of all assigned response actions. The RM will be responsible for the implementation of the statement of work for the task order and will execute services under the technical direction of the EPA FOSC.

The RM shall be on the scene on a daily basis unless instructed otherwise by the EPA FOSC. In these instances, the contractor shall maintain someone on site at all times with authority to act for the contractor and coordinate subcontract activities. The RM shall:

- a. Meet with the EPA FOSC, as requested, upon issuance of a task order to plan and coordinate the response action. In some cases, the EPA FOSC may request that the RM conduct an initial on-scene survey and/or develop a project work plan with a schedule prior to a full scale mobilization.
- b. Ensure that appropriate contractor personnel operate equipment properly, provide materials and conduct the required response as presented in the task order and in the approved site work plan. These services shall be provided within the response time requirements for emergencies or within the response time specified by the EPA FOSC for other type of removal or remedial actions.
- c. Maintain communication and coordination with EPA FOSC including reporting problems encountered in performing task orders. The RM shall immediately notify the EPA FOSC, and be responsible for taking immediate corrective action, when performance does not conform to contract requirements or to the directions given by the EPA FOSC for a response action.
- d. Be fully trained in the use of the RCMS and capable of producing an accurate daily EPA Standard Form 1900-55 from the RCMS, which will report daily expenditures on-site.
- e. On a daily basis, unless otherwise directed by the EPA FOSC, be responsible for and provide the EPA FOSC with a detailed accounting of all costs incurred at a site using the EPA Standard Form 1900-55 from the RCMS. In some cases, the EPA FOSC may request a handwritten daily EPA Standard Form 1900-55. However, the handwritten EPA Standard Form 1900-55s must be entered into the RCMS within fourteen (14) calendar days.
- f. If requested on the task order, implement a comprehensive site specific HASP to protect all response personnel. Have the ability to serve as site safety officer. Prepare site specific HASP. Modify the HASP when site conditions warrant. Insure that the elements of the HASP are being properly carried out. The HASP shall include the minimum requirements set forth in 29 C.F.R. Part 1910.
- g. Develop, implement, and manage a Quality Assurance Project Plan (QAPjP) when any environmental monitoring, sampling or measurement

is specified in the TO SOW, or as otherwise directed by the EPA FOSC. The QAPjP shall meet the minimum QA requirements as described in the SOW.

- h. Ensure that environmental samples are collected and dispatched to laboratories for analyses. Ensure that waste profile samples are collected and dispatched to prospective off-site treatment or disposal facilities for waste acceptance.
- i. Assist the EPA FOSC in completing waste profile forms, shipping manifests, and related documents. The RM shall have professional and working knowledge of the commercial facilities permitted to accept wastes typically encountered at CERCLA and/or other removal sites defined by the Clean Water Act, as amended by the Oil Pollution Act. The RM shall have the ability to prepare a written treatment/disposal plan which would, for example, list the site waste streams by type and quantity and provide a cost analysis of disposal and/or treatment options. The RM shall be responsible for identifying and procuring the services of prospective waste transporters and CERCLA compliant, RCRA permitted off-site treatment, storage or disposal facilities for all wastes requiring off-site treatment, storage and/or disposal.

3. Chemist

The Chemist shall provide the following services:

- a. Prepare sampling plans for collection of multi-media samples (e.g. air, soil, water, and waste,). Oversee the implementation of sampling plans. Collect samples.
- b. Determine, in consultation with EPA FOSC, the appropriate type and quality of analyses to be performed to attain EPA's data quality objectives.
- c. Calibrate, maintain, and use field screening devices/meters to conduct site surveys. Interpret data and evaluate hazards from field results.
- d. Prepare and/or assist in the preparation of waste disposal profiles.
- e. Perform field chemistry tests (e.g. pH, presence of oxidizers, cyanide and sulfide compounds, flash point and/or flammability, and water solubility,) for the purpose of identifying hazardous characteristics of waste samples.
- f. Develop treatability schemes for wastes. Shall be familiar with, and have experience in, utilizing on site treatment methods; such as, but not limited to, neutralization, precipitation, flocculation, oxidation, reduction, and dissolving of contaminants.
- g. Prepare and oversee implementation of waste bulking, consolidation, and/or packaging plans.
- h. Keep a written log of activities on sampling and analytical results. Prepare written technical reports of sampling, survey, treatability, and

analyses.

4. Site Safety Officer

The Site Safety Officer shall provide the following services:

- a. Prepare site specific HASP. Modify HASP when site conditions warrant. Ensure that the elements of the HASP are being properly carried out.
- b. Establish work zones (exclusion, contamination reduction, support) on site, in accordance with the HASP. Ensure that work zones are physically delineated and maintained throughout the response action. Ensure that personnel and equipment decontamination stations are constructed and maintained in accordance with the HASP.
- c. Conduct heat and cold stress monitoring of site personnel. In consultation with the EPA FOSC, adjust duration of hot zone work according to worker stress monitoring results.
- d. Calibrate, maintain, and use field screening devices/meters to conduct site surveys. Interpret data and evaluate hazards from results. Calibrate, maintain, and use air sampling devices such as personnel air samplers, detection tubes, etc.
- e. Keep a written log of health and safety and monitoring activities and results; and prepare written technical reports.
- f. Conduct health and safety audits of site activities when requested by the EPA FOSC. Hold safety meetings with site workers. Prepare and conduct health and safety training classes.

5. Transportation and Disposal Coordinator(s)

The Transportation and Disposal Coordinator (T&D) shall provide the following services:

- a. Correctly complete hazardous waste manifests, profile and assign wastes their proper regulatory classifications, and provide knowledge of analytical information required for bulking of compatible waste streams.
- b. Implement a working knowledge of hazardous materials transportation regulations, including proper labeling, shipping and containerization of wastes for transportation according to US DOT regulations.
- c. Provide a working knowledge of current innovation treatment technologies.
- d. Prepare written technical reports covering the transportation and disposal operations.
- e. Manage and insure proper execution of multiple simultaneous contracts.

Exhibit B

PERSONNEL QUALIFICATIONS

A. Point-of-Contact (POINT OF CONTACT) Minimum Qualifications

Point-of-Contact shall have the following minimum qualifications and experience:

- ◆ M.S. or MBA degree with 6 years or more experience, as described below; or
- ◆ B.S. degree with 8 years or more experience, as described below; or
- ◆ Fifteen or more years experience, as described below.

Experience Factors: Managerial and/or technical experience in response services involving the releases of hazardous substances, oil and other contaminants or pollutants to the environment. Managerial and/or technical experience in removal or remedial activities, including knowledge of transportation and disposal activities or other discipline directly related to the requirements of this contract. Experience in the management of technical and administrative support services to multi-disciplinary professionals*. General contract execution skills involving scheduling, resource allocation, performance monitoring, contract administration, budgetary and cost accounting requirements, and issue resolution.

B. Response Manager Qualifications

There are two levels of Response Managers. The selection of the appropriate Response Manager for a particular response action is dependent upon the "difficulty" associated with the response. The more "complex" response actions will require a Level 2 Response Manager.

The Level 2 Response Manager shall meet, and exceed , all qualifications for a Level 1 Response Manager. Response Managers shall have the following minimum qualifications and experience corresponding to the following levels:

(a) Level I Response Manager:

1. Four (4) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of the 4 years must be in a capacity of site project manager, managing and supervising multi-disciplinary response personnel*,

OR

A Bachelors degree in a related field such as physical, chemical or biological science, engineering, or construction management from an accredited college or university . One (1) year of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. One (1) year of required experience must be in a capacity of site response manager, managing and supervising multi-disciplinary response personnel*.

In Addition to Item 1 the Level I Response Manager MUST possess the following:

One (1) year as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site,

2. Working knowledge of oil, petroleum, and hazardous substance disposal regulations, including, at a minimum but not limited to, ability to correctly complete hazardous waste manifests, knowledge of types of analytical information required for waste profiling, knowledge of and ability to profile and assign to wastes their proper regulatory classifications.

3. Working knowledge of hazardous materials transportation regulations. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.

4. Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and disposal, data evaluation, and day-to-day summary of site operations.

5. Ability to manage and insure proper execution of multiple simultaneous subcontracts of varying type and complexity. Serves as contractor point-of-contact with subcontractors. Ability to independently negotiate and resolve subcontractor disputes.

6. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the computer software and prepare daily cost reports.

7. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare, and modify site specific health and safety plans in accordance with EPA and OSHA regulations, policies, and procedures. Ability to serve as site safety officer.

8. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

(b) Level II Response Manager:

1. Seven (7) years of direct on-scene response experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Two (2) years of the 7 years experience must be in a capacity of site project manager, managing and supervising multi-disciplinary response personnel*,

OR

A Bachelors Degree in a related field such as physical, chemical or biological science, engineering, construction management, or other EPA approved degree from an accredited college or university. Three (3) years of on-scene experience in the clean-up of hazardous substances, oil and other contaminants or pollutants at a site, to include the development of site safety plans, heavy equipment operation and field construction, or other discipline directly related to the requirements of the contract. Two (2) years of the 3 years of experience must be in a capacity of site response manager, managing and supervising multi-disciplinary response personnel*.

In Addition to Item 1 the Level II Response Manager MUST possess the following:

Two (2) years as a supervisory responder for *emergency response actions* involving hazardous substances, oil and other contaminants or pollutants at a site.

2. Working and professional knowledge of oil, petroleum, and hazardous substance disposal regulations, including, at a minimum but not limited to, ability to correctly complete hazardous waste manifests, knowledge of types of analytical information required for waste profiling, knowledge of and ability to profile and assign to wastes their proper regulatory classifications.
3. Working and professional knowledge of hazardous materials transportation regulations. Ability to, at a minimum, identify proper shipping containers, determine correct shipping labels and hazardous waste marks on containers, assign hazard class, group and proper shipping name to the wastes, and determine placarding needs for hazardous materials transportation in accordance with US DOT regulations.
4. Ability to prepare written technical reports covering all aspects of removal operations, including but not limited to, hazardous evaluation, waste profiling, transportation and disposal, data evaluation, and day-to-day summary of site operations.
5. Ability to manage and insure proper execution of multiple simultaneous subcontracts of varying type and complexity. Serves as contractor point-of-contact with subcontractors. Ability to independently negotiate and resolve subcontractor disputes.
6. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the computer software and prepare daily cost reports.
7. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare, and modify site specific health and safety plans in accordance with EPA and OSHA regulations, policies, and procedures. Ability to serve as site safety officer.
8. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.

*** Multi-disciplinary skills are those possessed by a professional such as a site safety officer, chemist, geologist, or engineer and non-professional such as a foreman, equipment operator, lab technician, or laborer.**

C. Chemist Qualifications

1. Bachelor of Science degree, with major in Chemistry, from an accredited college or university and a minimum of two (2) years field experience in oil, petroleum, and hazardous substance cleanup operation.

2. Knowledge of EPA QA/QC data collection protocols for removal activities, including, but not limited to the guidance set forth in the document entitled "Quality Assurance/Quality Control Guidance for Removal Activities Sampling QA/QC Plan and Data Validation Procedures - Interim Final" dated April 1990 (EPA/540/G-90-004). This guidance is outlined in the Quality Assurance Sampling Plan for Emergency Response (QASPER), Version 4.0, which is a PC-based software package used to draft site specific quality assurance plans and is based on OSWER Directive 9360.4-01. Ability to insure that these protocols are adhered to. Ability to collect data in accordance with these protocols.
3. Comprehensive knowledge of EPA standard methods of analyses of multi-media (solid, liquid, air) waste and environmental samples. Ability to determine appropriate analyses to be performed, including identifying QA/QC limits, to obtain desired results.
4. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation such as organic vapor analyzers, combustible gas indicators, toxic gas meters, portable gas chromatographs, pH/Conductivity meters, and radiation monitors to measure the presence of chemical, explosive and radiological hazards at cleanup sites.
Ability to interpret data and evaluate hazards from survey results.
5. Ability to prepare written technical reports and sampling plans.
6. Knowledge of chemical characteristics of oil, petroleum, and hazardous substances and compatibilities. Ability to determine, develop, provide recommendation for, and oversee implementation of waste characterization, bulking, and treatment actions.

D. Site Safety Officer Qualifications

1. A Certified Industrial Hygienist with two years (2) of on-scene experience in oil, petroleum, and hazardous substance response and cleanup actions. One year of the two years required experience must be in a capacity of site safety officer with responsibility for preparing and insuring proper implementation of site specific health and safety plans.
2. Knowledge of OSHA health and safety regulations regarding hazardous waste site and general construction site operations. Ability to prepare site specific health and safety plans (HASP) in accordance with EPA and OSHA regulations, policies, and procedures.
3. Knowledge of theory of operation and ability to calibrate and use field screening instrumentation and sampling devices such as organic vapor analyzers, combustible gas indicators, toxic gas meters, and radiation monitors, personnel air samplers, and passive detection devices to collect samples and measure the presence of chemical, explosive and radiological hazards at cleanup sites. Ability to interpret data and evaluate hazards from survey results.
4. Ability to independently assess the need, and provide

recommendations for amendments to the HASP, depending upon a change in response.

5. Knowledge of resources available which provide chemical specific facts to supplement industrial hygiene data. Knowledge of exposure limits, chemical and physical properties of hazardous substances. Ability to evaluate exposure limits of hazardous substances against site survey results. Ability to develop and institute site specific controls to protect workers against exposure to hazardous substances.
6. Knowledge of factors which may contribute to worker heat and cold stress conditions. Ability to monitor for and recognize symptoms of workers suffering from heat and cold stress. Ability to develop and institute site specific controls to abate worker heat and cold stress conditions.
7. Ability to prepare written technical reports and HASPs.

E. Other On-Scene Personnel Minimum Qualifications

All other personnel shall demonstrate experience in performing routine duties typical to oil, petroleum, or hazardous waste site operations. All personnel shall meet minimum OSHA training, medical monitoring, and health and safety requirements for hazardous waste site workers, unless otherwise noted. Where applicable, personnel must be qualified to operate heavy equipment, standard cleanup equipment such as air compressors, pumps, generators, etc., have a working knowledge of standard hazardous material hANDLING safety procedures and personnel safety equipment, and operate testing, sampling, and/or survey equipment. Must demonstrate abilities to trouble-shoot malfunctioning equipment and make simple repairs.

T&D COORDINATOR

A Bachelor of Science degree in Chemistry or Chemical Engineering, from an accredited college or university. A minimum of three (3) years working knowledge of chemical characteristics and technical experience in oil, petroleum, and hazardous substance disposal regulations. Ability to correctly complete hazardous waste manifests, profile and assign wastes their proper regulatory classifications, and knowledge of analytical information required for bulking of compatible waste streams. Working knowledge of hazardous materials transportation regulations, including proper labeling, shipping and containerization of wastes for transportation according to US DOT regulations. Working knowledge of current innovative treatment technologies. Ability to prepare written technical reports covering the transportation and disposal operations. Ability to manage and insure proper execution of multiple simultaneous contracts.

ENGINEER

Bachelor of Science degree in Civil, Chemical, Environmental, Sanitary, or other EPA approved discipline, from an accredited college or university. Applies chemical or civil engineering

principles to solve hazardous waste response problems. Develops sampling plans to determine extent of cleanup required. Develops response alternatives, and analyzes them in terms of cost effectiveness and feasibility. Designs and plans unit operations, such as on-site treatment systems. Analyzes operating procedures and equipment and machinery functions to reduce time and costs.

FOREMAN	Three years on-scene experience in oil, petroleum, and hazardous substance cleanup response. On larger sites, provides coordination assistance to the PM. Directs and oversees response activities of the cleanup crew at the direction of the PM. May coordinate all activities on a response where a PM is not needed. Must have skills in directing both general labor and on-site personnel, and trained for work using all levels of personal protective equipment.
CLEANUP TECHNICIAN	Performs labor related to sampling and cleanup of hazardous wastes. Applies non-technical skills in Handling hazardous substances. Trained for work using all levels of personal protective equipment. May also perform general activities involved in hazardous waste site control, including the operation of support equipment such as generators, air compressors, pumps, outboard motors, unloaders, air blowers, etc.
LABORER	Performs general duties outside of the "hot zone". Is not required to have full safety training.
EQUIPMENT OPERATOR	Meets OSHA/DOT minimum training requirements to operate heavy equipment as, but not limited to, backhoes, excavators, dozers, and loaders. Trained for work in all levels of personal protective equipment. Minimum of
one (1) year	experience operating heavy equipment.
TRUCK DRIVER	Must have all the applicable state and Federal Department of Transportation motor vehicle operator's licenses. Operates trucks used to transport temporary structures, equipment, materials, and supplies, as well as oil, petroleum, hazardous substances and hazardous wastes waste onto and off of a response site.
EXPLOSIVE SPECIALIST	Seven (7) years experience in identification, HANDLING, transport and disposal of explosive devices, explosives, and highly reactive chemicals from removal sites. Specially trained and experienced in explosives HANDLING. Must meet minimum criteria for State licensing requirements for explosives HANDLING, in the eight states of the region, where applicable.
FIELD COST	

ADMINISTRATOR	Performs general clerical duties, such as maintaining site filing, data entry, and cost tracking. Knowledge of site cost management systems used to track and document site costs on a daily basis. Ability to operate the RCMS computer software. Prepares contractor daily cost reports and coordinates the acquisition of and picks up and delivers to the site materials and supplies. Assists with on-site procurement and subcontracting issues. Assists in the packaging and dispatch of samples.
LAB and other	Assists the chemist in the sampling and analysis of soil, air, water
TECHNICIAN	other solids and liquids to determine the concentrations of hazardous substances present at a response site. Performs air monitoring activities. Assists the site safety officer in safety monitoring actions.
GEOLOGIST	Bachelor of Science degree in geological sciences, or other EPA approved discipline from an accredited college or university. Applies field geology and/or hydro-geology principles to analyze and solve hazardous substance problems, including soil contamination, ground water contamination, off-site migration of contaminants, and drinking water contamination. Prepares sampling plans and written technical reports.

Experience/Qualifications Substitutes:

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years or a minimum of eight (8) years of experience in the proposed field of expertise will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on two-for-one basis.

ATTACHMENT 2

EPA REQUIREMENTS FOR QUALITY MANAGEMENT/QUALITY ASSURANCE PLANS

A. EPA REQUIREMENTS FOR QUALITY MANAGEMENT PLANS (EPA QA/R-2)

B. EPA REQUIREMENTS FOR QUALITY ASSURANCE PROJECT PLANS FOR ENVIRONMENTAL OPERATIONS (EPA QA/R-5)

C. GUIDANCE ON QUALITY ASSURANCE PROJECT PLANS (QA/G5)

Documents A through C are available for downloading at the following Web site:

<http://www.epa.gov/quality>

D. INSTRUCTIONS ON THE PREPARATION OF A SUPERFUND DIVISION QUALITY ASSURANCE PROJECT PLAN

(Hard copies of Attachment 2D may be obtained by submitting a written request to Betty Rosario via e-mail at Rosario.Betty@EPA.GOV)

ATTACHMENT 3

CONTRACTOR' DAILY COST REPORT

To request a copy of this document submit a written request to Ms. Betty Rosario, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or send an e-mail to rosario.betty@epa.gov, and a copy will be provided.

ATTACHMENT 4

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the name and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.).
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From: To: Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page _____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the

Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

 (Name of Official)

(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS
SF 1035

The information which a contractor is required in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A Summary of Claimed Current and Cumulative Costs and Fee by Major Cost Element** - Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor which show, by major cost element, the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify the trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect

cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified in the contractor's accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where

appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation, showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rates(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods, the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "FINAL VOUCHER" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and Other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 5

SITE SPECIFIC INVOICE INSTRUCTIONS

SITE SPECIFIC INVOICING REQUIREMENTS

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the site specific attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable unit with an EPA site/spill identifier (SSID). These invoices may be for: current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/ vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number, i.e., 123R1 (if it requires more than one reclaim, invoices are to be numbered 123R2, 123R3, etc.). All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", i.e., 117Z. Likewise, adjustments due to audit reports and a Contracting Officer letter referring to the subject audit reports, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", i.e., 146X. For example:

V o u c h e r P u r p o s e	O r i g i n a l V o u c h e r	R e c l a i m S u s p e n d e d C o s t s	I n d i r e c t C o s t R a t e A d j u s t m e n t s	A u d i t A d j u s t m e n t s
--	---	---	---	--

V 123 o u c h e r N o .	123R1, 123R2	117Z	146X	
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Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element as labor, travel, equipment, other direct, subcontract and overhead or indirect costs, as identified elsewhere in the contract.

2. A site specific detail attachment (Site/Specific Attachment) to the invoice. All invoiced costs are separated into the following categories:

- ◆ Sites with an EPA SSID, e.g., "01KS," one line per site should be used. (See description at item 2, page 3.)

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- ◆ All other sites without an EPA SSID, e.g. "ZZ," one line per site should be used;
- ◆ Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site task order, one line per task order.
- ◆ Non-Superfund costs, as applicable, one line item.

The required format of the invoice Site/Specific attachment is provided in Exhibit I. The sum of the detailed costs on the Site/Specific attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve task orders may submit a separate page for each task order [applying the same format] if so directed by the EPA project officer. The Contractor shall use the invoice site/specific attachment to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices" clause to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site specific costs through the annual allocation process as described in the Section G clause entitled "Annual Allocation of Non-Site Costs (EP 52.242-310) (Oct 1991)".

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919) 541-2304. Questions regarding Annual Allocation should be directed to the Chief, Superfund Accounting Branch, Financial Management Division at (202) 260-9268.

EXPLANATION OF EXHIBIT I
SITE SPECIFIC DETAIL ATTACHMENT

The Contractor shall report the total invoiced costs on the invoice site/specific attachment broken down by the five categories of site/non-site charges: Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; non-Superfund costs; and previous invoice site corrections. For each site/non-site charge incurred during the billing period, the Contractor shall provide the following information:

<u>Column No.</u>	<u>Column Title</u>
1	(Optional) <u>Task Order Number</u> - The full task order number is provided by the Contracting Officer. If the Contractor is providing a separate page for each task order, the task order number may be placed in the upper left corner. Otherwise the task order numbers must be placed in this column.
2	<p><u>Region/SSID</u> - This four-digit code, i.e., 01X3 or A1X3, consists of:</p> <p>a. The first digit will always be a "0". If the region exceeds the use of two-digit sites, then the first digit will be an alpha, i.e., "A", "B", etc. Thus the SSID will be A1X3.</p> <p>b. The second digit is the regional identifier, i.e., one (1) for Region I, two (2) for Region 2, etc., and zero (0) for Region 10.</p> <p>c. The third and fourth digits, representing the sites, are the last two digits of the four-digit SSID (see 2.a.).</p> <p>Example: If Region I sites did not exceed two digits, the Region/SSID will be 01X3; however, if Region I sites exceeded the two digits, the Region SSID will be A1X3.</p>
3	<u>Action Code</u> - Starting with FY 96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions, as provided by the Project Officer, via the task order.

4 Operable Unit - If an EPA SSID has been separated into operable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by the operable unit name and any numeric designation of two digits. The operable unit number must be provided by the EPA Project Officer. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA.

5 Site Name or Non-site Description - The name of the site, up to 28 characters. When the site name exceeds 28 characters, use the first 18. NOTE: For non-site-specific activities, use this column to briefly describe the non-site activity.

6 Action Sequence Number - The three-digit code used to represent the activities performed as given by "CERCLIS III." This number will be provided by the Project Officer as he acquires it from "CERCLIS III." This three-digit code is provided via the task order.

7 IFMS Line Reference - Column shall be left blank. The IFMS line reference will be inserted by an EPA invoice Approving Official (PO/FOSC). This three-digit line reference is found on the Invoice Approval Form (2550-19T).

8 Invoice Number/Legend - For corrections, insert the invoice number referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the Site/Specific Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, an explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine (9) must always be zero "00."

9 Current/Adjustment Amount - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. if there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each

Cumulative Charge - Show the cumulative charge for each Operable Unit, SSID, or Pre-SSID. Incurred and claimed charges should and subtotaled on the by row

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requirement for separation of
 program management is defined in
 "Administrative Guidance under RACS" and is
 available from the Superfund Regional Management
 Branch, Superfund/RCRA Procurement
 Operations Division, Office of
 Acquisition Management (OAM).

For contractors not subject to the
 technical/ administrative
 differentiation requirements,
 contract-wide program management
 should be listed under "Contract-
 wide Program Management-
 Administrative."

Task Order Project Support: This
 line(s) shall include non-site-
 specific project support and
 management incurred with individual
 multi-site task orders. The
 Contractor should note that these
 costs should also be allocated to
 the sites under each respective task
 order as part of the annual
 allocation process. For further
 Guidance on annual allocation,
 contact the Superfund Accounting
 Branch.

Other Non-Site-Specific Activities:
 If the contractors engage in
 activities apart from program
 management as described above, which
 cannot be related to specific sites,
 each of these activities must be
 described under the column six (Site
 Name/Non-site description). The
 purpose of breaking out non-site
 activities from program support is
 to assist the Contractor and EPA in
 preparing the Annual Allocation
 report at the end of the year. The
 non-site activities must be
 determined to be either site-support
 or program-wide for cost recovery
 through the Annual Allocation
 process. Please note that, like
 Contract-wide non-site activities,
 these are also allocated to sites
 through the Annual Allocation
 process. See the Annual allocation
 contract clause and guidance for
 further details or contact the
 Chief, Superfund Accounting Branch.

Base and Award Fees: Base and Award
 Fees which are not site-specific
 should be listed in this Superfund
 Non-Site Section.

5

Non-Superfund: All non-Superfund
 costs invoiced
 should be reported on the

Site/Specific Attachment
 by appropriation such as Oil, RCRA,

etc. These costs must be sorted by task order
 within each appropriation, as directed by the
 Project Officer.

6 Total Invoice Amount: This amount
 is the total of the costs listed in
 column 9, "Current/Adjustment
 Amount", i.e., the total charges for
 this billing period. This must
 equal the total amount of the
 invoice cost element summary. There
 should be no total for the
 cumulative charge column.

NOTES TO SITE ATTACHMENT

- ◆ Provide one line per site or activity, sorted
 alpha/numerically and by Region.
- ◆ Page Formatting:
Upper Left Corner - Contract Number, Task Order Number (if
 applicable), and Invoice Number.
Upper Right Corner - Contractor Name and Invoice Period of
 Performance.
Bottom Left Corner - Invoice Legend for previous invoice
 adjustments. This information may be provided as an
 enclosure to the Site/Specific Attachment if it cannot be
 provided on the bottom left corner.
Bottom Right Corner - Page number for the attachments, i.e.,
 Page 1 of 7, 2 of 7, etc.

ATTACHMENT 6

SERVICE CONTRACT ACT WAGE DETERMINATIONS

To request a copy of these documents submit a written request to Ms. Betty Rosario, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or send an e-mail to rosario.betty@epa.gov, and copies will be provided.

ATTACHMENT 7

CLIENT AUTHORIZATION LETTER

CLIENT AUTHORIZATION LETTER

[Addressee]

Dear "Client":

We are currently responding to the U.S. Environmental Protection Agency EPA RFP No. _____ for the procurement of _____. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor. The EPA required offerors to inform references identified in proposals that the EPA may contact them about past performance information.

If you are contacted by the EPA for information on work we have performed under contract for your company, you are hereby authorized to respond to the EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to _____ (Offeror's point of contract).

Sincerely,

ATTACHMENT 8

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE FOR EVALUATION PURPOSES

Name of Offeror: _____

Name of Reference: _____

Contract Number (if any): _____

Type of Work: _____

Period of Performance: _____

Performance Element	N/A	Outstanding	Satisfactory	Poor/ Not Satisfactory	Comments	
Quality of product/service						
Timeliness of performance						
Cost Control						
Customer Satisfaction						
Business Practices						
Initiative in meeting requirements						
Responsiveness to technical direction						
Meeting small disadvantaged business subcontracting goals						

Would you use this company again: _____ Yes _____ No _____ Maybe

Other Comments?

No names of those who supply past performance information may be revealed to the offeror.

Person providing responses: _____

Title: _____

EPA Employee recording response: _____

Date: _____

ATTACHMENT 9

ANNUAL ALLOCATION REPORT

To request a copy of this document submit a written request to Ms. Betty Rosario, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or send an e-mail to rosario.betty@epa.gov, and a copy will be provided.

ATTACHMENT 10

SF 294, SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS, OCTOBER
1996

This form is available for downloading at the following Web site:

<http://www.gsa.gov/forms>

If you are unable to download a copy of this form, a copy will be provided to you by submitting a written request to Ms. Betty Rosario, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or an e-mail to Rosario.Betty@EPA.gov

ATTACHMENT 11

SF 295, SUMMARY SUBCONTRACT REPORT, OCTOBER 1996

This form is available for downloading at the following Web site:

<http://www.gsa.gov/forms>

If you are unable to download a copy of this form, a copy will be provided to you by submitting a written request to Ms. Betty Rosario, Contract Specialist, U.S. EPA Region 5, Acquisition Section (MCC-10J), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590 or an e-mail to Rosario.Betty@EPA.gov